













**A COLLECTION**  
**OF**  
**TREATIES, ENGAGEMENTS, AND SUNNUDS**  
**RELATING TO**  
**INDIA AND NEIGHBOURING COUNTRIES.**

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**COMPILED BY**  
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**VOL. VI.**

**CONTAINING**  
**THE TREATIES, &c., RELATING TO THE PUNJAB, SIND AND**  
**BELOOCHISTAN, AND CENTRAL ASIA.**

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**REVISED AND CONTINUED UP TO THE PRESENT TIME**  
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# PART I.

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## TREATIES, ENGAGEMENTS, AND SUNNUDS

RELATING TO THE

TERRITORIES SUBORDINATE TO, OR IN POLITICAL  
RELATION WITH,

THE

LIEUTENANT-GOVERNORSHIP OF THE PUNJAB.

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### DELHI.

DURING the disorders of Meer Jaffier's first administration of Bengal, Mahomed Kooli Khan, Soobahdar of Allahabad, instigated by two powerful zemindars, Rajahs Somdar Sing and Bulwunt Sing, formed the purpose of invading Bengal. His kinsman the Nawab of Oudh joined in the design, and in order to give a colourable pretext to the invasion, the son of Alungeer II., who had fled from his father's court to Rohileund, and who was invested by the Emperor with the Soobahdaree of Bengal, Behar, and Orissa, was put at the head of the expedition.

Towards the close of the year 1758, the army advanced, under Kooli Khan and the prince, to Patna. But the Nawab of Oudh, who was following, treacherously seized the fort of Allahabad. Kooli Khan returned to repossess himself of his territory. He threw himself on the generosity of the Nawab, who immediately seized him and put him to death. Left thus unsupported, the prince agreed with Clive, who had advanced to Patna for the purpose of repelling the invasion, to withdraw across the Kuruminassa on receiving a small sum for the supply of his immediate necessities.

In 1760 a second invasion was undertaken. In the meantime, the Emperor was murdered by his Vizier, and the intelligence of this reached the prince shortly after he had begun his march. He at once assumed the title of Shah Alum, and conferred the office of Vizier on the Nawab of Oudh, in whose hands he was virtually a prisoner. The imperial army was finally defeated in January 1761, and the Emperor, tired of his dependence

on the Vizier of Oudh, joined the English camp. He was there met by Kasim Ali, who had been made Soobahdar of Bengal on the deposition of Meer Jaffier, and who agreed to pay to the Emperor twenty-six lakhs of rupees a year, on condition of being confirmed in his office. After making an offer to the English of the Dewanee of Bengal, Behar, and Orissa, the Emperor marched towards Delhi to take possession of his paternal throne. The Mah-rattas had before this overrun northern India and possessed themselves of Delhi, but they met with a disastrous defeat at Paniput from Ahmed Shah Abdali, who, after proclaiming Shah Alum as Emperor of Hindoostan, and inviting him to Delhi, returned to Cabul. Want of money, and the opposition of Kasim Ali, prevented the English from fulfilling their intention of aiding Shah Alum in the recovery of his throne.

After his deposition and final defeat at Patna, Kasim Ali fled and claimed the protection of the Vizier of Oudh, who, with the Emperor rather as a prisoner than as a monarch, was encamped at Allahabad, planning an expedition against Bundeelund. The Vizier hoped, under the pretence of assisting Kasim Ali, to seize Bengal for himself, and a joint expedition across the Kurumnassa was commenced. The army of the invaders was overthrown in the battle of Buxar on 23rd October 1764; the Emperor detached himself from the expedition and joined the English camp, and the Vizier retreated to his own dominions. It was proposed to depose the Vizier, and put the Emperor in possession of his territories, with the exception of the country of Ghazeepore and Benares, which the Emperor granted (No. I.) to the English. The arrangements thus made, however, were severely condemned by the Court of Directors as burdensome and profitless, and therefore, in 1765, the Vizier was restored to his dominions, with the exception of the districts of Allahabad and Corah, which were left in possession of the Emperor. The districts of Ghazeepore and Benares were likewise restored. But the circumstances which led to this Treaty, and to the subsequent acquisition of territory by the British Government in the Gangetic Doab, are more intimately connected with the history of Oudh (Vol. II., Part II.) than of Delhi.

The Emperor Shah Alum continued to reside at Allahabad, but manifested great impatience to mount the throne at Delhi. The Mahrattas were, in the meantime, again overrunning upper India to re-establish the influence they lost at Paniput, and to punish the Rohillas for the assistance they had given to Ahmed Shah Abdali. For the easier accomplishment of these

objects, they undertook to replace Shah Alum on the throne, who, notwithstanding the dissuasions of the British Government, placed himself in their hands. The Emperor was led into Delhi in all pomp on 25th December 1771, but he was a mere puppet in the hands of the Mahrattas.

In 1773 the Mahrattas extorted from the Emperor a grant of the provinces of Allahabad and Corah, but the imperial deputy at Allahabad applied for leave to put them under British protection, as the King had been compelled, while a prisoner, to grant the Sunnuds. The districts were, in the following year, sold to the Vizier of Oudh for fifty lakhs of rupees.

The Emperor continued a mere State prisoner in the hands of the Mahrattas till 1803, when he was released by Lord Lake, and brought under the protection of the British Government. All the territories and resources assigned for his support by the Mahrattas were continued to him, and a pecuniary provision, fixed at Rupees 60,000, but afterwards increased to Rupees 1,00,000 a month, was granted in addition. Shah Alum died on 19th November 1806, and was succeeded by Akber Shah, who was succeeded in 1837 by his eldest son Bahadoor Shah. The movements of the King were confined to the neighbourhood of Delhi, and he was not allowed to confer titles, or to issue a currency: but he had the control of civil and criminal justice within the palace.

When the mutiny of 1857 broke out, the mutineers in Delhi applied to the King, Bahadoor Shah, to put himself at the head of the movement. At first his conduct was most vacillating, but he subsequently identified himself with the rebel cause. After the fall of Delhi, he was captured and tried on the charges of, *1st*, aiding and abetting the mutiny of British troops; *2nd*, encouraging and assisting diverse persons in waging war against the British Government; *3rd*, assuming the sovereignty of India; *4th*, causing and being accessory to the murder of Christians. The Ex-King was convicted on each and all of the charges, and was removed to Rangoon, where he died on 7th November 1862.

During the rebellion in 1857, when communication between Delhi and Agra and Calcutta was for the most part cut off, the administration of the Delhi and Hissar territories was assumed by the Chief Commissioner of the Punjab, and after the restoration of peace these districts were finally put under the control of the Punjab Government. In this territory there



were several Chiefs who held the position rather of jaghiredars than of native princes. They had been subjects of the Mogul, and after the overthrow of the Mahratta power by Lord Lake, their estates were either confirmed to or conferred on them by the British Government, in most cases as a reward for services rendered. These Chiefs were the Nawabs of Patowdee, Loharoo, Dojana, Jhujjur, Dadree and Bahadoorgurh, Furrookhnugger and the Rajah of Bullubgurh. The Chiefs of Jhujjur, Bullubgurh, and Furrookhnugger were executed, and their estates were confiscated for rebellion in 1857. The Dadree and Bahadoorgurh estates were also confiscated, and the Chief was allowed a pension of Rupees 1,000 for his subsistence.

The Bullubgurh Chief held no Sunnud of a hereditary nature from the British Government. The Dadree and Bahadoorgurh territory originally formed part of Jhujjur, and is included in the Sunnud (No. II.) granting that State.

*Patowdee.*—The original grantee, Faiztulub Khan, was brother of the Jhujjur Nawab, Nujabut Ali Khan. He was severely wounded in an action with Holkar's troops, and for his services he was granted (No. II.) the pergunnah of Patowdee in perpetual jaghire. He died in 1829, and was succeeded by Akbar Ali Khan, who was succeeded in March 1862 by his son, Mahomed Ali Tukkee Khan. Mahomed Ali Tukkee Khan died in 1867, and was succeeded by his son, Mahomed Mukhtar Hussein Ali Khan, the present Nawab, now about twenty years of age. The State is managed by the Deputy Commissioner of Goorgaon. The Chief of Patowdee has received a Sunnud of adoption (No. III.), assuring him that any succession to his estate which may be legitimate according to Mahomedan law will be recognized and confirmed.

Patowdee has an area of 50 square miles; the population is about 21,000 souls; the gross revenue of the State is about Rupees 1,10,000. The military force consists of 6 guns, 11 artillerymen, 40 cavalry, and 100 infantry. The Nawab furnishes a contingent of 400 horse when required to do so.

*Loharoo.*—Ahmed Buksh Khan, the founder of this family, was a vakeel of the Rajah of Ulwur, and for his services in the negotiations between Ulwur and Lord Lake he received Loharoo in perpetuity from the Rajah and the pergunnah of Ferozepore from Lord Lake, on condition of fidelity and military service (No. IV.). The original grantee, Ahmed Buksh Khan,

died in 1827, and was succeeded by his son Shums-ood-Deen Khan, who was executed in 1835 for the murder of Mr. Fraser, the Agent at Delhi. The Ferozepore pergunnah was confiscated, and the Loharoo pergunnah was made over to Ameen-ood-Deen Khan and Zia-ood-Deen Khan, the two brothers of Shums-ood-Deen. Owing to disputes between the brothers the younger was deprived of all share in the management of the State, and a fixed allowance of Rupees 18,000 per annum was assigned to him.

In 1847 Zia-ood-Deen Khan preferred a claim, which was finally disallowed, to be entrusted with the management of the State, or to have half of it separated off to himself. These two brothers remained in Delhi during the siege in 1857, and after the capture they were put under surveillance, but were eventually released and restored to their position.

Ameen-ood-Deen Khan died in December 1869, and was succeeded by his son Allah-ood-Deen Khan, who is now forty-two years of age. Claims put forward by Zia-ood-Deen Khan to a right of management of the State were again negated. In 1874 the title of Nawab was conferred by Sunnud (No. V.) on the Chief of Loharoo and his successors on condition of faithful allegiance to the British Government. The Chief of Loharoo has received a Sunnud of adoption (No. III.), assuring him that any succession to his estate which may be legitimate according to Mahomedan law will be recognized and confirmed.

The area of Loharoo is 285 square miles; the gross revenue is about Rupees 66,000 a year; the population 22,000 souls. The Chief keeps up a small force of 11 field guns, 55 cavalry, and 180 infantry including police and artillerymen. He is bound to furnish a contingent of 200 horse when required. The State is under the political superintendence of the Commissioner of the Hissar division.

*Dojana.*—The estates of this Afghan family are held on condition of fidelity to the British Government, and military service when required. The original grant was conferred on Abdool Sumnud Khan and his sons for life by Lord Lake, but on the 4th May 1806 the tenure was made perpetual by a Sunnud of the Governor-General (No. VI.), and several estates in the Hurriana territory were added. The Hurriana estates were afterwards exchanged for the villages of Dojana and Mehana, in Rohtuck. Abdool Sumnud Khan was succeeded in 1825 by his son Doodee Khera, who was

succeeded in 1850 by his eldest son, Hussun Ali Khan. Hussun Ali Khan died in 1867, and was succeeded by his son Saadut Ali Khan, the present Chief, who is thirty-five years of age. The Chief of Dojana has received a Sunnud of adoption (No. III.), assuring him that any succession to his estate which may be legitimate according to Mahomedan law will be recognized and confirmed.

The area of Dojana is 100 square miles, the population about 27,000 souls; the revenue amounts to Rupees 60,000 per annum. The military force including police amounts to 130 men. The Nawab furnishes a contingent of 200 horse when required. The State is under the political superintendence of the Commissioner of the Hissar division.

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## No. I.

PROPOSALS made by the KING SHAH AALUM, and enclosed in a letter from MAJOR HECTOR MUNRO to the PRESIDENT and COUNCIL at BENGAL, dated from the Camp at Benares, the 22nd of November 1764.

If this country is to be kept, put me in possession of it, and leave a small detachment of the troops with me, to show that I am protected by the English, and they shall be at my expense; that if any enemy come at any time against me, I will make such connections in the country, that, with my own troops, and the afore-mentioned small detachment, will defend the country, without any further assistance from the English, and I will pay them, of the revenues of the country, what sum they shall demand yearly. If the English will, contrary to their interest, make peace with the Vizier, I will go to Delhi; for I cannot think of returning again into the hands of a man who has used me so ill. I have no friends I depend on more than the English; their former behaviour to me will make me ever respect and regard them. Now is their time to be in possession of a country abounding with riches and treasure; I shall be satisfied with whatever share they please of it. The Rohillas were always enemies to the imperious Vizier. They are all my friends.

ARTICLES to be executed by the KING, enclosed in a letter from the PRESIDENT and COUNCIL at BENGAL to MAJOR HECTOR MUNRO, Commander-in-Chief of the army, sent the 6th of December 1764.

In consideration of the assistance and fidelity of the English Company, which has freed us from the inconveniences we labored under, and strengthened the foundations of the Empire which God has given us, we have been graciously pleased to grant to the English Company our Royal favors according to the following Articles, which shall remain firm both in present and in future.

As the English Company have been put to great expense and their affairs exposed to danger by the war which the Nabob Shujah-ul Dowlah, unjustly, and contrary to our Royal pleasure, waged against them, we have therefore assigned to them the country of Ghauzepoor and the rest of the zemindarry of Bulwunt Sing, belonging to the Nizamut of the Nabob Shujah-ul Dowlah: and the regulation, and government thereof, we have given to their disposal in the same manner as it was in the Nabob Shujah-ul Dowlah's. The afore-said Rajah having settled terms with the Chiefs of the English Company, is according thereto to pay the revenues to the Company; and the amount shall not belong to the books of the Royal revenue, but shall be expunged from them.

The army of the English Company, having joined our standard, shall put us in possession of Illiabad and the rest of the countries belonging to the Nizamut of the Nabob Shujah-ul Dowlah; and the revenues, excepting those of Rajah Bulwunt's zemindarry, shall be in our entire management and disposal.

As the English Company will be at a further expense in putting us in possession of Illiabad and the rest of the Nizamut of the Nabob Shujah-ul Dowlah, we will therefore, as we get possession, grant to them out of our treasury, such a proportion of the revenues as the exigencies of our affairs will admit of; and when we are put in full possession, we will reimburse the whole expenses of the Company in this business from the time of their joining our Royal standard.

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FIRMAUND executed by the KING.

As the English Company have been put to great expense and their affairs exposed to danger by the war which the Nabob Shujah-ul Dowlah, unjustly, and contrary to our Royal pleasure, waged against them, we have therefore assigned to them the country of Ghauzepoor, and the rest of the zemindarry of Rajah Bulwunt Sing, belonging to the Nizamut of the Nabob Shujah-ul Dowlah; and the regulation and government thereof we have given to their disposal, in the same manner as it was in the Nabob Shujah-ul Dowlah's. The aforesaid Rajah having settled terms with the Chiefs of the English Company, is according thereto, to pay the revenues to the Company.

The army of the English Company having joined our standard shall put us in possession of Illiabad, and the rest of the countries belonging to the Nizamut of the Nabob Shujah-ul Dowlah; and the revenues, excepting those of Rajah Bulwunt's zemindarry, shall be in our entire management and disposal.

It becomes the Company to show their grateful sense of our Royal favors, and to exert themselves to the utmost in the proper management and regulation of the country; to encourage and befriend our subjects; to punish the contentious, and expel the rebellious from their territories. They must use their best endeavours to promote the welfare of our people, the ryots, and other inhabitants; to prohibit the use of things of an intoxicating nature, and such as are forbidden by the Law of God; in driving out enemies; in deciding causes, and settling matters agreeably to the rules of Mahomed and the *Law of the Empire*; so that the inhabitants may apply themselves, with peace of mind and satisfaction, to the cultivation of the country, and the exercise of other their professions, and that the weak may not labor under oppression and violence. They will consider these as our strict injunctions.

*Written on the 4th day of Rajeb, the 6th year of the Reign, 29th December 1764.*

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No. II.

SUNNUD granted to ASSUDOO-DOWLAH NUJAUBUT ALEE KHAN BAHADOOR,  
dated 4th May 1806.

Adverting to the merit of your services and conduct, the Right Hon'ble General Lord Lake, Commander-in-Chief, assigned to you from the beginning

of the Fussul Rubbee of 1213 Fussly year (corresponding with September 1805, A.D.) the undermentioned lands as a jaidad for a Risaleh and as a jaghire for your individual support, and that of your dependents, together with the whole of the land revenue and collections of customs, with an exception to such gardens and ayma jaghires, punarth, and other rent-free lands, besides such daily allowances as have always been assigned (for charitable purposes), on condition, that you shall not require the aid of the British Government, and that you settle your mehals properly with your own troops, and that in any season of exigency you furnish, on application, to the aid of the British Government, a force consisting of 400 horse, and that you always remain firm in your attachment to the British Government, and employ your exertions to promote its interests. This grant has now been confirmed to you by Government. In consideration of your approved attachment to the British interests, which has been made known by the communications of the Right Hon'ble the Commander-in-Chief, Government has been pleased to confer on you and your family, from generation to generation, a perpetual grant of those lands.

The British Government will never have any concern with the lands and they will remain in your possession.

Impressed with a due sense of gratitude for this distinguished act of favor, you will always continue to manifest your attachment to the British Government, and your exertions to serve its interests, as involving your own happiness and welfare.

SCHEDULE of the LANDS comprehended in the GRANT.

Land granted to Assudoo-Dowlah Nujaubut Allee Khan Bahadoor, together with the whole of the land revenue and sayer duties.

Jhujjur.	Kontee.
Badlee.	Naroul.
Kanoundh.	Bandul.

Ditto to Fyze Tullub Khan in jaghire.

Pattoudhee, together with the whole of the land revenue and sayer collections.

Ditto to Mohummud Ismael Allee Khan and Fyze Mohummud Khan.

As a jaidad for the Risalehs of Mohummud Ismael Allee Khan and Fyze Mohummud Khan, on condition that they prove their obedience to Nujaubut Allee Khan, as follows:—

Dadree, including Bhodenahir and Jhaul.  
Boodhwanna.

In jaghire to Mohummud Ismael Allee Khan.  
Bahaudurgurh.

In jaghire to Fyze Mohummud Khan.  
Pattoudhee.

*Dated 4th May 1806, answering to the 14th of Sufer 1221 Hijeree year.*

## No. III.

## ADOPTION SUNNUD granted to the NAWAB of PATOWDEE.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories, should be perpetuated, and the representation and dignity of their Houses should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any succession to your State which may be legitimate according to Mahomedan law.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown, and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

*Dated 5th March 1862.*

(Sd.) CANNING.

Similar Sunnuds were granted to the Nawabs of Loharoo and Dojana.

## No. IV.

TRANSLATION of a DRAFT of a PERWANNAH in favor of AHMED BUKSH KHAN BAHADOOR,  
dated 4th May 1866.

Adverting to the merit of your services and attachment to the British interests, the Right Honorable General Lord Lake, Commander-in-Chief, conferred on you an istimrauree (permanent) grant of the Mehals of Ferozepore, Jherkeh, and the Tuppahs Saungris, Botahanna, Nujhoor, and Nugeena, including the customs, as well as land revenue of them, excepting such gardens and ayma jaghire, punarthee, and other rent-free lands, as have been long disposed of, and other fixed and established daily allowances, &c., on condition that you require no aid from the British Government, and that you settle the affairs of the mehals with your own troops, and that you be charged with the expense of providing for the maintenance and support of Khanja Hanjee and other dependents of the late Mirza Nusseeroolla Beg Khan, and provided also that you furnish, on occasions of exigency, to the aid of the British Government, a party of 50 troopers, and that you always remain steadfast in your attachment and good will to the British Government.

The British Government having become acquainted with your character and disposition, and with the merit of your services and attachment to its interests, from the communications of the Right Honorable the Commander-in-Chief, has now been pleased to reward those services by confirming to you and your heirs in perpetuity, from generation to generation, the whole of the mehals above-mentioned, including both land revenue and the sayar duties,

with the deductions and under the conditions however above specified, from the beginning of the Fussul Rubbee of 1213 Fuslee Era (answering to September 1805). From that time the British Government will have no concern whatever with those mehals, which will always remain in your possession, and that of your descendants; as those lands require the exercise of arbitrary power, no complaints will be received from the inhabitants of them.

Entertaining a proper sense of gratitude for this distinguished favor, you will continue to manifest attachment to the British Government, and your exertions to promote its interests.

In this consists your own advantage and welfare.

*Dated 4th May 1806, answering to 14th of Suffer 1221 Hijree.*

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No. V.

SUNNUD granted to ALLA-OD-DEEN AHMED KHAN, CHIEF of LOHAROO.

On the recommendation of the Lieutenant-Governor of the Punjab, I hereby confer upon you and your heirs and successors, in the Chiefship of Loharoo, the title of Nawab, on condition of faithful allegiance to the British Government.

(Sd.) NORTHBROOK.

*Dated 3rd August 1874.*

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No. VI.

TRANSLATION of a SUNNUD granted to ABDUL MOHAMMUD KHAN, dated 4th May 1806.

Adverting to the merit of your past services and conduct, the Right Honorable General Lord Lake, Commander-in-Chief, assigned to you from the beginning of the Fussul Rubbee (spring crops) of 1213 Fuslee year, September 1805, A.D., the undermentioned mehals as a jaidad, for entertaining a Risalah, and also for a personal jaghire for yourself, comprehending the whole of the land revenue and the collection of customs, with an exception to such gardens and such ayma jaghire, punarth, and other rent-free lands, as also such daily allowances as have long been assigned for charitable purposes, on condition that you require no aid from the British Government, and that you settle the affairs of your mehals with your own troops, and provided also, that in any season of exigency, you furnish, on application, to the aid of the British Government, a force consisting of 200 horse, and that you always continue to manifest your attachment to the British Government, and your zeal to serve its interests. This grant has been confirmed to you by Government, who, sensible of the merit of your services and conduct, which have been made known to it by the communications of the Right Honorable



the Commander-in-Chief, has been pleased to grant those lands to you and your heirs for ever. The British Government neither have nor will have any concern with them whatever, but they will remain in your possession, and that of your posterity.

Entertaining a due sense of gratitude for this distinguished mark of favor, you will continue steadfast in your attachment to the British Government, and in your exertions to serve its interests. .

In this consist your own advantage and welfare.

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SCHEDULE of LANDS in HURREANA, &c., as follows:—

Mehal of Hansi, with the Fort belonging to it.

- „ of Hissar.
- „ of Mohim.
- „ of Turshaum.
- „ of Burwala.
- „ of Bhawl.
- „ of Jemalpore.
- „ of Ugrora.

2 ditto comprehending Rohtuck, joined with Barce and Dobuldee.

Tuppas Bhode, Nahar, and Jhaul belonging to pergunnah Dadrec.

*Dated 4th May 1806, answering to the 24th Suffer 1221 Hijree year.*

## PUNJAB PROPER.

THE sect of the Sikhs traces its origin to Naniuk, a Hindoo of the Kshettrya caste, who was born in A.D. 1469, at Tulwandi, near Lahore. From his infancy he was given to religious meditation. In riper manhood he wandered into various countries, and returned to his home with his mind matured with reflection and travel to preach the unity of God and charity to men. The new creed spread rapidly, but soon provoked the persecution of the Mahomedans. The cruelty with which the Sikhs were treated turned them, under Govind, their tenth and last Gooroo or teacher, from a band of religious devotees into a chosen religious and military commonwealth or "Khalsa," animated with undying hatred to the Mussulmans.

Gooroo Govind waged an unequal war with the Emperor of Delhi. Frequently defeated and broken up, persecuted with inhuman cruelty, the Sikhs were driven to hide themselves in the valleys and caves of the hills from the fury of their enemies. Openly to profess their religion became a capital crime. The sect would soon have been exterminated had not the distractions of the Empire, which followed the death of Aurungzeb, given them a breathing time from persecution.

Gradually the Sikhs emerged from their hiding places, and, gathering in small parties, established themselves in petty isolated forts. Issuing from these, always well mounted, they scoured the country, burning and plundering, and giving infinite annoyance to the weak Mahomedan Governors of Lahore and Sirhind. After the return of Ahmed Shah Abdali to Cabul from his fifth invasion of India, in which he had broken the Mahratta power in the decisive battle of Paniput, the Sikhs found themselves strong enough to possess themselves of the country round Lahore. But they drew down the vengeance of Ahmed Shah, who, in 1762, returned to India, disastrously defeated them, and destroyed and polluted their sacred temple at Umritsur.

From this defeat the Sikhs soon recovered. In the following year they defeated the Afghan Governor of Sirhind, and spread themselves over the plains south and east of the Sutlej, as far as the Jumna. The eighth invasion of Ahmed Shah, which took place in 1767, ended in leaving the Sikhs masters of the country between the Jumna and Rawul Pindi. Within three years their authority was extended over Jummoo and the Rajpoots of the lower hills.

The spread of the dominion of the Sikhs south of the Sutlej received a severe check from the Mahrattas, who, recovering from their disastrous overthrow at Paniput, again overran northern India. In 1788 Scindia was in possession of Delhi, and by 1802 the Mahrattas had established their supremacy as far as the Sutlej, and exacted from the Sikh States to the south of that river a tribute of three lakhs of rupees. The Mahratta power in the north was broken by Lord Lake in 1803. The Chiefs of Kythul and Jheend tendered their allegiance to Lord Lake, and rendered occasional service, and all the Chiefs of Sirhind became virtually dependents of the British Government. It was the policy of the day, however, to maintain a strict neutrality in regard to the affairs of the Chiefs north of the Jumna; and beyond establishing the Sikh Chiefs in the territories which they then held, and rewarding those who had done good service, the British Government did not interfere in their affairs till 1809, when the Sikh Chiefs threw themselves on its protection from the encroachments of Runjeet Sing.

The constitution of the Sikh Khalsa contained within itself elements of weakness and discord. The Sirdars or Chiefs owned no subjection to each other. They were followed into the field by their relatives and dependents, and each seized for himself whatever territory he was strong enough to hold. The Chiefs, with their clansmen and retainers, associated themselves into Mislis or confederacies of equals, twelve in number. Each Chief parcelled out the conquered lands among his followers, who held their portions in independence, bound only by considerations of mutual advantage and the general weal of the Misl.

Under such a system causes of quarrel were never wanting. The difficulties with which the Sikhs had to contend in their early struggle for existence kept them at first well together. But with success came dissensions, and the weak fell before the strong. One of the Sirdars, who earliest raised himself to power and influence, was Maha Sing, of the Sookurbakka Misl, one of the weakest and latest formed of the twelve clans. To him, on 2nd November 1780, was born a son, Runjeet Sing, by his wife, a daughter of the Rajah of Jheend. During the invasion of Shah Zaman in 1798, Runjeet Sing rendered service to the Afghan monarch by recovering for him several pieces of artillery which had been lost in the Jhelum, and he had the address to procure for himself the appointment of Governor of Lahore.

By force and artifice Runjeet Sing gained possession of the city, where he established himself, and whence, in concert with Futteh Sing Aloowalia

he soon extended his supremacy over the neighbouring Sirdars, and meditated the extension of his authority beyond the Sutlej. In 1803 he made proposals to Lord Lake for the transfer to the British Government of the territory belonging to the Sikhs south of the River Sutlej, on the condition of mutual defence against the respective enemies of himself and the British nation. The offer was declined.

In 1805 Runjeet Sing was recalled from a campaign against the Mahomedans between the Chenab and the Indus, by the sudden appearance of Holkar in the Punjab, closely pursued by Lord Lake. Disappointed in the hope of procuring assistance from Runjeet Sing, Holkar concluded a Treaty with the British Government, and returned to Hindoostan. A Treaty of friendship and alliance (No. VII.) was at the same time concluded between the British Government and Sirdars Runjeet Sing and Futteh Sing.

The systematic aggressions of Runjeet Sing at last excited the alarm of the Sikhs of Sirhind, and in 1808 they sent a deputation, consisting of Rajah Bhag Sing of Jheend (Runjeet's uncle), Bhace Lall Sing of Khytul, and Chein Sing, Dewan of Puttiala, to beg the protection of the British Government. The answer they received was such as to encourage their hopes, although it conveyed no formal assurance of protection.

In the meantime, the fear of a French invasion of India had induced the British Government to depute Mr. Metcalfe to the court of Runjeet Sing to establish a friendly alliance. Towards the close of 1808, in consequence of acts of hostility committed by Runjeet Sing on the south of the Sutlej, while negotiations were pending, Government determined to comply with the wishes of the Cis-Sutlej Chiefs, and Mr. Metcalfe was instructed to declare the country between the Sutlej and the Jumna under British protection. Mr. Metcalfe's mission resulted in the Treaty of Lahore, of 25th April 1809 (No. VIII.), by which the British Government agreed to have no concern with the territories and subjects of the Rajah of Lahore to the north of the Sutlej, and Runjeet Sing agreed neither to commit nor suffer encroachments on the possessions or rights of the Chiefs to the south of that river. The Rajah was guaranteed in the possession of the conquests made by him on the left of the Sutlej up to September 1808.

After the conclusion of this Treaty, the intercourse of the British Government with the Lahore Durbar was, for many years, confined to the interchange of friendly letters and presents. Runjeet Sing was too prudent and

far-seeing to give occasion of offence by a violation of his Treaty engagements, and he confined his schemes of conquest to the direction of Mooltan, Cashmere, and Peshawur.

In 1831, when Lord William Bentinck visited Simla, Runjeet Sing sent a complimentary mission to him. Arrangements were made through the Political Agent at Loodhiana for an interview between His Lordship and the Maharajah of Lahore, which took place with great pomp in the month of October, at Rooper. At Runjeet Sing's particular request an assurance (No. IX.) of perpetual friendship was executed and given to him on this occasion.

From this period the utmost cordiality prevailed between the British Government and the Lahore Durbar. In the following year a Treaty (No. X.) was concluded, to regulate the navigation of the Indus and the collection of duties on merchandise. The levy of duties on the value and quantity of the goods, however, gave rise to misunderstandings, and in November 1834, it was arranged by a supplementary Treaty (No. XI.) to substitute a toll, to be levied on all boats with whatever merchandise laden. Five years later, another Agreement (No. XII.) was made for the levy of duty on the merchandise at one place and not on the boats. A fourth Treaty (No. XIII.), for the regulation of these duties, was made in 1840 with Maharajah Khuruk Sing, the son and successor of Runjeet Sing.

In 1833, Shah Shuja, the ex-monarch of Cabul, who was living as a British pensioner at Loodhiana, undismayed by the failure of his previous attempts to recover his kingdom, resolved to make one more effort, and for this purpose he entered into a Treaty\* with Runjeet Sing, in which, in consideration of the assistance to be rendered by the Maharajah, he disclaimed

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\* TRANSLATION of the TREATY concluded between MAHARAJAH RUNJEET SING and SHAH SHUJA-UL-MULK, dated the 12th of March 1834.

Relations of friendship having been firmly established between Maharajah Runjeet Sing and Shah Shuja-ul-Mulk, so that there neither is nor ever shall be any alienation or difference of interest existing between them, they agree to adopt the following Articles in consideration of the terms of good-will and friendship by which they are reciprocally actuated.

1st.—Shah Shuja-ul-Mulk disclaims all title on the part of himself, his heirs, successors, and all the Seddozies, to whatever territories lying on either bank of the River Indus that may be possessed by the Maharajah, viz., *Cashmeer*, including its limits E.W.N. and S., together with the fort of *Atok*, *Chetch*, *Hazara*, *Khebel*, *Anb*, with its dependencies on the left bank of the aforesaid river, and on the right bank, *Peshawur* with the *Eusefzie* territory, *Khelcks*, *Hisht*, *Nagor*, *Michnee*, *Kohat*, and all places dependent on Peshawur as far as the *Khyber Pass*; *Bunnoo*, the *Viziry* territory, *Dour*, *Tank*, *Gorank*, *Kalabagh*, and *Khush-haigher* with their dependent

all title to the territories in possession of the Maharajah on either side of the Indus. The Shah's expedition to Cabul ended in disaster, and he returned to his exile in Loodhiana, whence he was summoned in 1838 to make another effort for the re-establishment of his power. The supposed designs of Russia in Afghanistan, the preference shown by Dost Mahomed for a Russian alliance, and his invasion of the territories of Runjeet Sing, induced the British Government to adopt the cause of Shah Shuja. It is unnecessary to refer further to the policy and war of the British Government in Afghanistan than to state that their operations were preceded by a tripartite Treaty (No. XIV.) between the British Government, Runjeet Sing, and Shah Shuja, which renewed the provisions of the Treaty of 1833 between the Shah and Runjeet Sing, bound the Shah, in the event of the attainment of his object, to pay two lakhs of rupees for the assistance of Runjeet Sing's troops, to give up claims to supremacy over Sind on condition of payment by the Amceers of a sum to be fixed by the British Government of which fifteen lakhs should go to Runjeet Sing, not to attack or molest the ruler of Herat, not to negotiate with foreign States without the consent of the British and Sikh Govern-

districts, *Derah Ismael Khan*, and its dependency, together with *Derah Ghazi Khan*, *Kot Mithun*, and their dependent territory, *Sengher*, *Heeran Dagel*, *Hajeepore*, *Rajeepore*, and the three *Ketchers*, as well as Menkerah, with its district and the Province of Multan, situated on the left bank, These countries and places are considered to be the property and to form the estate of the Maharajah; the Shah neither has nor will have any concern with them. They belong to the Maharajah and his posterity from generation to generation.

2nd.—The people of the country on the other side of Khyber will not be suffered to commit robberies or aggression or any disturbances on this side. If any defaulter of either State, who has embezzled the revenue, take refuge in the territory of the other, each party engages to surrender him.

3rd.—As agreeably to the Treaty established between the British Government and the Maharajah, no one can cross from the left to the right bank of the Sutlej without a passport from the Maharajah, the same rule shall be observed regarding the passage of the Indus, whose waters join the Sutlej, and no one shall be allowed to cross the Indus without the Maharajah's permission.

4th.—Regarding Shikarpore and the territory of Sind lying on the right bank of the Indus, the Shah will abide by whatever may be settled as right and proper in conformity with the happy relations of friendship subsisting between the British Government and the Maharajah through Captain Wade.

5th.—When the Shah shall have established his authority in Cabul and Candahar, he will annually send the Maharajah the following articles, *viz.*, 55 high bred horses of approved colors and pleasant paces, 11 Persian scimitars, 7 Persian poniards, 25 good mules, fruits of various kinds, both dry and fresh, and sirdas or musk-melons of a sweet and delicate flavor (to be sent throughout the year), by the way of Cabul River to Peshawar, grapes, pomegranates, apples, quinces, almonds, raisins, pistals or chesnuts, an abundant supply of each, as well as pieces of satin of every color, choghas of fur, khinkhabs wrought with gold and silver, Persian carpets, altogether to the number of 101 pieces; all these articles the Shah will continue to send every year to the Maharajah.

6th.—Each party shall address the other on terms of equality.

7th.—Merchants of Afghanistan, who will be desirous of trading to Lahore, Amritsar, or any other part of the Maharajah's possessions, shall not be stopped or molested on their way; on

ments, and to oppose any power having the design of invading the British or Sikh territories. On the death of Shah Shuja, this Treaty was considered to have become null and void.

Runjeet Sing died on 27th June 1839. This remarkable man, who was absolutely illiterate, had by intrigue and force and his own energy of character raised himself from being the head of one of the smallest of the Sikh clans to a kingdom which, at the time of his death, yielded a revenue of upwards of two and a half crores of rupees, covered an area of 14,000 square miles, and was garrisoned by an army of 82,000 men. Within a few years after his death, the kingdom which he had created by his personal abilities fell to pieces under his successors.

He was succeeded by his son Khuruk Sing, who died on 5th November 1840. Nao Nehal Sing, the only son of Khuruk Sing, was killed when returning from his father's funeral. Thereafter there followed a series of revolutions, by which the power passed successively into the hands of Chunda Kour, the mother of Nao Nehal Sing, his uncle Sher Sing, and lastly Dhuleep Sing, the

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the contrary, strict orders shall be issued to facilitate their intercourse, and the Maharajah engages to observe the same line of conduct on his part in respect to traders who may wish to proceed to Afghanistan.

8th.—The Maharajah will yearly send to the Shah the following articles in the way of friendship,—55 pieces of shawls, 25 pieces of muslin, 11 dooputtahs, 5 pieces of khinkhlabs, 5 scarves, 5 turbans, 55 loads of Barch rice (peculiar to Peshawur).

9th.—Any of the Maharajah's Officers who may be deputed to Afghanistan to purchase horses or on any other business, as well as those who may be sent by the Shah into the Punjab for the purpose of purchasing piece goods or shawls, &c., to the amount of 11,000 rupees, will be treated by both sides with due attention, and every facility will be afforded to them in the execution of their commission.

10th.—Whenever the armies of the two States may happen to be assembled at the same place, on no account shall the slaughter of kine be permitted to take place.

11th.—In the event of the Shah taking an auxiliary force from the Maharajah, whatever booty may be acquired from the Barukzie, in jewels, horses, arms, great or small, shall equally be divided between the two contracting parties. If the Shah should succeed in obtaining possession of their property without the assistance of the Maharajah's troops, the Shah agrees to send a portion of it by his own Agent to the Maharajah in the way of friendship.

12th.—An exchange of missions charged with letters and presents shall constantly take place between the two parties.

13th.—Should the Maharajah require the aid of any of the Shah's troops, the Shah engages to send a force commanded by one of his principal officers; in like manner the Maharajah will furnish the Shah, when required, with an auxiliary force composed of Mahomedans and commanded by one of his principal officers, as far as Cabul. When the Maharajah may go to Peshawur, the Shah will depute a Shahzadah to visit him, on which occasion the Maharajah will receive and dismiss him with the honor and consideration due to his rank and dignity.

14th.—The friends and enemies of the one shall be the friends and enemies of the other.

15th.—Both parties cordially agree to the foregoing Articles: there shall be no deviation from them. The present Treaty shall be considered binding for ever.

reputed son of Runjeet Sing. These revolutions were effected with the aid of the army, which had now become thoroughly disorganized and mutinous.

During the minority of Dhuleep Sing, and the regency of his mother, all regular government was overthrown, and the Khalsa army became virtually the rulers of the country. Military operations were solely determined by their punchayets or regimental committees. To divert the attention of the army from domestic politics, they were led to resolve on a campaign across the Sutlej, a movement which for some time previous had been expected by the British Government. The Sikhs committed the first act of aggression in December 1845, by crossing the river near Ferozpoore and carrying off some camels. On the 13th December the Governor-General issued a proclamation (No. XV.), setting forth the views and objects of the British Government, and the unprovoked invasion of British territories by the Sikhs, declaring the possessions of Maharajah Dhuleep Sing on the left bank of the Sutlej confiscated and annexed to British territories, and calling on the protected Chiefs to co-operate cordially with the British Government against the common enemy. The Khalsa army received its final defeat in the battle of Sobraon on 10th February 1846. On the 13th the whole British force crossed the Sutlej, and on the 14th a proclamation was issued, declaring that the occupation of the Punjab would not be relinquished till full atonement had been made for the breach of their Treaty engagements by the Sikhs, and that the hill and plain districts between the Sutlej and the Beas would be annexed in part indemnity for the expenses of the war. On the night of the 15th a conference was held between Mr. Currie and Major Lawrence on behalf of the British Government, and Rajah Goolab Sing, Dewan Deena Nath, and Fakeer Noor-ood-Deen on behalf of the Sikhs, at which the preliminaries of a Treaty were arranged. The Treaty (No. XVI.) was signed at Lahore on 9th March 1846. This Treaty left the British Government in possession of the hills and plains east of the Beas, and of the hill countries between the Beas and the Indus, including Cashmere and Hazara; it regulated the strength and constitution of the Sikh army; gave the British Government the control over the Beas and the Sutlej as far as the Indus, and of the Indus to the borders of Beloochistan, and made the British Government the arbiter in all disputes between the Lahore Durbar and neighbouring States. Two days later an Agreement (No. XVII.) was made, by which Government left a force at Lahore for the protection of the Maharajah, and certain matters regarding the territories ceded by the Treaty were specifically determined.



The Lahore Durbar being anxious for the assistance of the British Government to maintain the administration of the Lahore State during the minority of Dhuleep Sing, an Agreement (No. XVIII.) was concluded on 16th December 1846, by which the Treaty of 9th March was temporarily modified, a Resident was appointed at Lahore, a Council of Regency, consisting of eight members, was established to conduct the government in consultation with the Resident, and the country was occupied by a British force, to be paid for by the Lahore State.

Many of the Sikh Chiefs, who had been accustomed to revolution and excitement, were not satisfied with the arrangements for the pacification of the country, and harboured evil designs. The murder of Mr. Vans-Agnew and Lieutenant Anderson at Mooltan, and the revolt of Moolraj, gave an opportunity for the development of a wide and dangerous conspiracy in the Sikh army, which had for some time existed, with a view to the re-establishment of the Khalsa independence. Sirdar Chutter Sing Attareewala raised the standard of rebellion in the north. Rajah Shere Sing, his son, joined Moolraj, and proclaimed a religious war. He was followed in open rebellion by the great body of the Sikh army and the Sikh population, which the Durbar were powerless to control. The defeat of the rebels at the decisive battle of Goojrat was followed by the surrender of the entire Sikh army, and the annexation of the Punjab to the British territories.

On the 29th March 1849 an Agreement (No. XIX.) was made with Maharajah Dhuleep Sing, whereby he resigned the sovereignty of the Punjab, receiving a pension from the British Government. He has now permanently taken up his residence in England.

## No. VII.

TREATY of FRIENDSHIP and AMITY between the HONORABLE EAST INDIA COMPANY and the SIRDARS RUNJEET SING and FUTTEH SING.

Sirdar Runjeet Sing and Sirdar Futteh Sing have consented to the following Articles of Agreement concluded by Lieutenant-Colonel John Malcolm, under the special authority of the Right Honorable Lord Lake, himself duly authorized by the Honorable Sir George Hilario Barlow, Baronet, Governor-General, and Sirdar Futteh Sing, as principal on the part of himself and plenipotentiary on the part of Runjeet Sing.

## ARTICLE 1.

Sirdar Runjeet Sing and Sirdar Futteh Sing Aloowalla hereby agree that they will cause Jeswunt Rao Holkar to remove with his army to the distance of 30 coss from Amritsur immediately, and will never hereafter hold any further connection with him, or aid or assist him with troops, or in any other manner whatever; and they further agree that they will not in any way molest such of Jeswunt Rao Holkar's followers or troops as are desirous of returning to their homes in the Deccan, but, on the contrary, will render them every assistance in their power for carrying such intention into execution.

## ARTICLE 2.

The British Government hereby agrees that in case a pacification should not be effected between that Government and Jeswunt Rao Holkar, the British Army shall move from its present encampment on the banks of the River Beah as soon as Jeswunt Rao Holkar aforesaid shall have marched with his army to the distance of 30 coss from Amritsur; and that in any Treaty which may hereafter be concluded between the British Government and Jeswunt Rao Holkar, it shall be stipulated that, immediately after the conclusion of the said Treaty, Holkar shall evacuate the territories of the Sikhs and march towards his own, and that he shall in no way whatever injure or destroy such parts of the Sikh country as may lie in his route. The British Government further agrees that as long as the said Chieftains Runjeet Sing and Futteh Sing abstain from holding any friendly connection with the enemies of that Government, or from committing any act of hostility on their own parts against the said Government, the British Armies shall never enter the territories of the said Chieftains, nor will the British Government form any plans for the seizure or sequestration of their possessions or property.

*Dated 1st January 1806, corresponding with 10th Shawul, 1220 H.E.*

Seal of Run-  
jeet Sing.

Seal of  
Futteh Sing.

## No. VIII.

TREATY with the RAJAH OF LAHORE, 1809.

Whereas certain differences which had arisen between the British Government and the Rajah of Lahore have been happily and amicably adjusted, and both parties being anxious to maintain the relations of perfect amity and concord, the following Articles of Treaty, which shall be binding on the heirs and successors of the two parties, have been concluded by Rajah Runjeet Sing on his own part, and by the agency of Charles Theophilus Metcalfe, Esquire, on the part of the British Government.

## ARTICLE 1.

Perpetual friendship shall subsist between the British Government and the State of Lahore. The latter shall be considered, with respect to the former, to be on the footing of the most favored powers; and the British Government will have no concern with the territories and subjects of the Rajah to the northward of the River Sutlej.

## ARTICLE 2.

The Rajah will never maintain in the territory occupied by him and his dependants, on the left bank of the River Sutlej, more troops than are necessary for the internal duties of that territory, nor commit or suffer any encroachments on the possessions or rights of the Chiefs in its vicinity.

## ARTICLE 3.

In the event of a violation of any of the preceding Articles, or of a departure from the rules of friendship on the part of either State, this Treaty shall be considered to be null and void.

## ARTICLE 4.

This Treaty, consisting of four Articles, having been settled and concluded at Amritsur, on the 25th day of April 1809, Mr. Charles Theophilus Metcalfe has delivered to the Rajah of Lahore a copy of the same, in English and Persian, under his seal and signature, and the said Rajah has delivered another copy of the same, under his seal and signature; and Mr. Charles Theophilus Metcalfe engages to procure, within the space of two months, a copy of the same duly ratified by the Right Honorable the Governor-General in Council, on the receipt of which by the Rajah, the present Treaty shall be deemed complete and binding on both parties, and the copy of it now delivered to the Rajah shall be returned.

Seal and signature of  
C. T. METCALFE.



Signature and seal of  
RAJAH RUNJEET SING.

(Sd.) MINTO.

Ratified by the Governor-General in Council on the 30th May 1809.

## No. IX.

TRANSLATION of the PAPER delivered by the RIGHT HONORABLE the GOVERNOR-GENERAL to  
MAHARAJAH RUNJEET SING, on the evening of the 31st October 1831.

In these days of auspicious commencement and happy close, while the sound of rejoicing has gladdened the firmament, a meeting has been arranged at a fortunate moment and under favorable circumstances between the heads of the two exalted Governments, on the terms of reciprocal friendship, and in all cordiality, with reference to the relations established of old between the two States, and many interviews and conversations have been held with mirth and joy and mutual satisfaction; the rose buds of our hearts on both sides having expanded, and the garden of our sensations being in blossom from the exceeding joy and good feeling that prevailed. Of a truth the growing friendship and cordiality which subsisted between the two Durbars of exalted dignity have been watered and fostered by the hand of Providence, and by the showers of the Divine grace, so as to have reached a maturity and strength for which God be praised. Nevertheless, your Highness may derive further satisfaction from the assurance that, agreeably to the relations of friendship which have been thus established, in the same manner, from generation to generation, as settled by reciprocal engagements, shall the growth of this friendship continue and increase, and the materials of the existing good understanding be sought and extended at all times and at all places. There shall never at any time, or on any account whatsoever, be any difference or estrangement, nor shall such feelings in any way find entrance. But, on the contrary, the example of the unanimity and long standing friendship shall, like the sun, shine glorious in history, and the reputation of it shall become a bye-word amongst the princes and rulers of the earth, and be a subject of conversation to all ranks of men, in all countries, and at all times, so that, observing the fruits of this long standing friendship, the well-wishers of the two Governments shall rejoice, and their enemies and those who envy their good fortune shall be downcast and repentant.

Hereafter all the gentlemen and authorities of the British Government will study to maintain in perpetuity the relations which exist, as established by mutual engagements of long standing, so as to raise and display to the world the standards of the mutual good faith, fidelity, and cordiality of the two Governments.

These few lines have been committed to writing, as a testimony of friendship, at Rooper, and have been signed and sealed by me, to be delivered in person at this last interview, on the 31st October 1831, corresponding with the 24th of Jumadec-oos-Sance, 1247 Hegiræ, to His Highness Maharajah Runjeet Sing Behauder.

(Sd.) W. C. BENTINCK.

L. S.

## No. X.

L. S.

Seal and signature of  
RUNJEET SING.

TREATY concluded between the EAST INDIA COMPANY and HIS HIGHNESS MAHARAJAH  
RUNJEET SING, the Ruler of the Punjab.

By the grace of God, the relations of firm alliance and indissoluble ties of friendship existing between the Honorable the East India Company and His Highness the Maha Rajah Runjeet Sing, founded on the auspicious Treaty formerly concluded by Sir C. T. Metcalfe, Baronet, and since confirmed in the written pledge of sincere amity presented by the Right Honorable Lord W. C. Bentinck, G.C.B. and G.C.H., Governor-General of British India, at the meeting at Rooper, are like the sun, clear and manifest to the whole world, and will continue unimpaired and increasing in strength from generation to generation. By virtue of these firmly established bonds of friendship, since the opening of the navigation of the Rivers Indus Proper (*i.e.*, Indus below the confluence of the Punjnad) and Sutlej, a measure deemed expedient by both States, with a view to promote the general interests of commerce, has lately been effected through the agency of Captain C. M. Wade, Political Agent at Loodianah, deputed by the Right Honourable the Governor General for that purpose, the following Articles, explanatory of the conditions by which the said navigation is to be regulated, as concerns the nomination of Officers, the mode of collecting the duties, and the protection of the trade by that route, have been framed, in order that the Officers of the two States employed in their execution may act accordingly.

## ARTICLE 1.

The provision of the existing Treaty relative to the right bank of the River Sutlej and all its stipulations, together with the contents of the friendly pledge already mentioned, shall remain binding, and a strict regard to preserve the relations of friendship between the two States be the ruling principles of action. In accordance with that Treaty the Honourable Company has not nor will have any concern with the right bank of the River Sutlej.

## ARTICLE 2.

The tariff which is to be established for the line of navigation in question is intended to apply exclusively to the passage of merchandize by that route, and not to interfere with the transit duties levied on goods proceeding from one bank of the river to the other, nor with the places fixed for their collection. They are to remain as heretofore.

## ARTICLE 3.

Merchants frequenting the said route, while within the limits of the Maha Rajah's Government, are required to show a due regard to his authority, as is done by merchants generally, and not to commit any acts offensive to the civil and religious institutions of the Sikhs.

## ARTICLE 4.

Any one purposing to go by the said route, will intimate his intention to the Agent of either State, and apply for a passport, agreeably to a form to be laid down; having obtained which he may proceed on his journey. The merchants coming from Amritsur and other parts on the right bank of the River Sutlej, are to intimate their intentions to the Agent of the Maha Rajah at Herreeke, or other appointed places, and obtain a passport through him; and merchants coming from Hindoostan or other parts on the left bank of the River Sutlej will intimate their intentions to the Honorable Company's Agent, and obtain a passport through him. As Foreigners and Hindoostanees and Sirdars of the protected Sikh States and elsewhere are not in the habit of crossing the Sutlej without a passport from the Maha Rajah's officers, it is expected that such persons will hereafter also conform to the same rule, and not cross without the usual passports.

## ARTICLE 5.

A tariff shall be established, exhibiting the rate of duties leviable on each description of merchandize, which, after having been approved by both Governments, is to be the standard by which the Superintendents and Collectors of Customs are to be guided.

## ARTICLE 6.

Merchants are invited to adopt the new route with perfect confidence; no one shall be suffered to molest them or unnecessarily to impede their progress; care being taken that they are only detained for the collection of the duties in the manner stipulated at the established stations.

## ARTICLE 7.

The officers who are to be entrusted with the examination of the goods and collection of the duties on the part of Maha Rajah Runjeet Sing, shall be stationed at Mithinkot and Herreeke. At no other places, but those two, shall boats in transit on the river be liable to examination or stoppage.

## ARTICLE 8.

When the persons in charge of boats stop of their own accord to take in or give out cargo, the goods will be liable to the local transit duty of the Maha Rajah's Government previously to their being embarked, and subsequently to their being landed, as provided in Article 2.

## ARTICLE 9.

The Superintendent stationed at Mithinkot having examined the cargo, will levy the established duty, and grant a passport, with a written account of the cargo and freight. On the arrival of the boat at Herreeke, the Superintendent at that station will compare the passport with the cargo, and whatever goods are found in excess will be liable to the payment of the established duty; while the rest, having already paid duty at Mithinkot, will pass on free.

## ARTICLE 10.

The same rule will be observed in respect to merchandize conveyed from Herreeke by way of the rivers towards Sindh.

## ARTICLE 11.

Whatever may be fixed as the share of duties on the right bank of the River Sutlej in right of the Maha Rajah's own dominions, and of those in allegiance to him, the Maha Rajah's officers will collect it at the places appointed.

## ARTICLE 12.

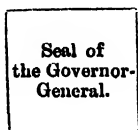
With regard to the security and safety of merchants who may adopt this route, the Maha Rajah's officers shall afford them every protection in their power, and merchants on halting for the night on either bank of the Sutlej, are required, with reference to the Treaty of friendship which exists between the two States, to give notice and to show their passports to the thanadar or officers in authority at the place, and request protection for themselves. If, notwithstanding this precaution, loss should at any time occur, a strict inquiry will be made, and reclamation sought from those who are blameable.

## ARTICLE 13.

The Articles of the present Treaty for opening the navigation of the rivers abovementioned, having, agreeably to subsisting relations, been approved by the Right Honorable the Governor-General, shall be carried into execution accordingly.

*Dated at Lahore, the 26th of December 1832.*

Seal and signature at the top.



(Sd.)	W. C. BENTINCK.
"	C. T. METCALFE.
"	A. ROSS.

Ratified by the Right Honorable the Governor-General in Council at Fort William in Bengal, this Thirteenth (13th) day of September, A.D. 1833.

(Sd.) W. H. MACNAGHTEN,  
*Secretary to the Government.*

## No. XI.

SUPPLEMENTARY TREATY between the BRITISH GOVERNMENT and MAHA RAJAH RUNJEET SINGH, for establishing a toll on the Indus, dated 29th November 1834.

In conformity with the subsisting relations of friendship as established and confirmed by former Treaties between the Honorable the East India Company and His Highness Maha Rajah Runjeet Singh, and whereas in the 5th Article of the Treaty concluded at Lahore, on the 26th day of December 1832, it was stipulated that a moderate scale of duties should be fixed by the two Governments in concert, to be levied on all merchandize in transit up and down the Rivers Indus and Sutlej, the said Governments being now of opinion that, owing to the inexperience of the people of these countries in such matters, the mode of levying duties then proposed (*viz.*, on the value and quantity of goods) could not fail to give rise to mutual misunderstandings and reclamations, have, with a view to prevent these results, determined to substitute a toll, which shall be levied on all boats with whatever merchandize laden; the following Articles have therefore been adopted as supplementary to the former Treaty, and in conformity with them, each Government engages that the toll shall be levied, and its amount neither be increased nor diminished, except by mutual consent.

Seal of  
Runjeet  
Singh.

## ARTICLE 1.

A toll of 570 Rupees shall be levied on all boats laden with merchandize in transit on the Rivers Indus and Sutlej, between the sea and Rooper, without reference to their size or to the weight or value of their cargo; the above toll to be divided among the different States, in proportion to the extent of territory which they possess on the banks of these rivers.

## ARTICLE 2.

The portion of the above toll appertaining to the Lahore Chief, in right of his territory on both banks of these rivers, as determined in the subjoined scale, shall be levied opposite to Mithinkot on boats coming from the sea towards Rooper, and in the vicinity of Herree-ke-Pettin on boats going from Rooper towards the sea, and at no other place.

In right of territory on the right bank of the Rivers Indus and Sutlej, Rupees 155-4-0.

In right of territory on the left bank of the Rivers Indus and Sutlej, the Maha Rajah's Share of Rupees 67-15-0.

## ARTICLE 3.

In order to facilitate the realization of the toll due to the different States, as well as for the speedy and satisfactory adjustment of any disputes which may arise connected with the safety of the navigation and the welfare of the



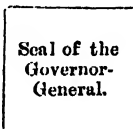
trade by the new route, a British officer will reside opposite to Mithinkot, and a native agent on the part of the British Government opposite to Herreeke-Pettin. These officers will be subject to the orders of the British Agent at Loodcanah, and the agents who may be appointed to reside at those places on the part of the other States concerned in the navigation, *viz.*, Bhawulpore and Sindh, together with those of Lahore, will co-operate with them in the execution of their duties.

#### ARTICLE 4.

In order to guard against imposition on the part of merchants in making false complaints of being plundered of property which formed no part of their cargoes, they are required, when taking out their passport, to produce an invoice of their cargo, which being duly authenticated, a copy of it will be annexed to their passports; and wherever their boats may be brought to for the night, they are required to give immediate notice to the thanadars or officers of the place, and to request protection for themselves; at the same time showing the passports they may have received at Mithinkot or Herreeke, as the case may be.

#### ARTICLE 5.

Such parts of the 5th, 7th, 9th, and 10th Articles of the Treaty of the 26th of December 1832, as have reference to the fixing a duty on the value and quantity of merchandize, and to the mode of its collection, are hereby rescinded, and the foregoing Articles substituted in their place, agreeably to which and the conditions of the preamble the toll will be levied.



(Sd.)	W. C. BENTINCK.
"	W. BLUNT.
"	A. ROSS.
"	W. MORISON.

Ratified by the Right Honourable the Governor-General of India in Council, at Fort William in Bengal, this Twenty-Third day of January, A.D. 1835.

(Sd.) W. H. MACNAGHTEN,  
*Secretary to the Government of India.*

#### No. XII.

AGREEMENT entered into with the GOVERNMENT of LAHORE, regarding the duties to be levied on the transit of Merchandize by the Rivers Sutlej and Indus, in modification of the Supplementary Articles of the Treaty of 1832.

*Dated 19th May 1839.*

Objections having been urged against the levy of the same duty on a boat of a small as on one of a large size; and the merchants having solicited

that the duties might be levied on the maundage or measurement of the boats, or on the value of the goods: it is therefore agreed, that hereafter the whole duty shall be paid at one place, and either at Loodiana or Ferozepore, or at Mithinkot: and that the duty be levied on the merchandize, and not on the boats, as follows:—

*Rates of Duty leviable by Maha Rajah Runjeet Singh on merchandize navigating the Sutlej and the Indus.*

	Rs. a. p.		Rs. a. p.
Shawl Goods ... ..	10 0 0	Pellitory ... ..	Akurkurha ...
Opium ... ..	7 8 0	Cloves ... ..	Kuruful ...
Indigo ... ..	2 8 0	Nutmeg ... ..	Jacafal ...
Almonds ... ..	1 0 0	Mace ... ..	Javuttree ...
Pistashes ... ..		Cinnamon ... ..	Darchcenee ...
Baisins, small and large		Dry Dates ... ..	{ K h o o r m a i
Dry Figs ... ..		Turbith Root ... ..	{ Khooehk ...
Pine Kernel ... ..		Cocoonut ... ..	{ Toorbood ...
Sulphur ... ..		Asgunth ... ..	{ Naryeel ...
Figs ... ..		Orpiment ... ..	{ Asgunth ...
And other dried fruits ... ..		Baiboo Sugar ... ..	{ Hurial ...
Red Dye (Rubia Munjet) ... ..		Armenian Earth ... ..	{ Tubasheer ...
Silk of all sorts, manufactured and otherwise		Black Pepper ... ..	{ Gil-i-Armunnee ...
Broadcloth of every description ... ..	0 6 0	Red ditto ... ..	{ Filhi-i-Secah ...
Velvet ... ..		Gallnut ... ..	{ Filhi-i-Durraz ...
Satin ... ..		Shells ... ..	{ Mazoo ...
Chintzes or figured Velveteens ... ..		China Root ... ..	{ Khurmohreh ...
White Cotton Cloth of { Parcheb Suffyd		Morinda Citrifolia ... ..	{ Chobcheenee ...
all sorts ... ..		Betel Nut ... ..	{ Aul ...
Chintzes of all sorts ... ..		Tea ... ..	{ Sooparce ...
Sugar ... ..		All sorts of Glassware ... ..	{ Chuh ...
Molasses ... ..		Assafetida ... ..	{ Akkami Sheeshch
Clarified Butter ... ..		B'dellium ... ..	{ allat ...
Oil ... ..	0 4 0	Maen ... ..	{ Angozeh ...
Costus ... ..		Collyrium ... ..	{ Googul ...
Sugar Candy ... ..		Alum ... ..	{ Maen ...
Gall ... ..		Mooltan Earth ... ..	{ Soorma ...
The emblic myrobalans ... ..		Copper ... ..	{ Phitkurree ...
The belleric myrobalans ... ..		Tin ... ..	{ Gil-i-Mooltanee ...
Cotton ... ..		Quicksilver ... ..	{ Miss ...
Small Gall ... ..		Lead ... ..	{ Kullee ...
Chestnut ... ..		Pewter ... ..	{ Secmaub ...
Anise Seed ... ..		Brass ... ..	{ Soorb ...
Cichorium Endwia ... ..	0 4 0	Bell Metal ... ..	{ Just ...
Mellon Seed... ..		Articles of Ironmongery ... ..	{ Birunjee ...
Turmeric ... ..		And other articles of Import from Bombay	{ Roon ...
Ginger ... ..		Rice ... ..	{ Akkam-i-Ahun ...
A kind of Collyrium ... ..		Wheat ... ..	{ Birunj ...
Aloe ... ..		Gram ... ..	{ Gundnom ...
Saffron ... ..		Maizes ... ..	{ Nukhood ...
Catachu ... ..		Barley ... ..	{ Moough ...
Soapnut ... ..		Anisseed ... ..	{ Mash ...
The bark of the Birch ... ..		Indian Corn... ..	{ Adus ...
Tree ... ..	0 4 0		{ Jou ...
Dry Ginger ... ..			{ Koonjud ...
And other Groceries ... ..			{ Sursuf ...
Cardamums, small and large ... ..			{ Bajrah ...
Seeds of ditto ... ..			{ Mnkkee ...
Cinnabar or Vermillion ... ..			{ Jowar... ..

(True translation.)

(Sd.) GEORGE CLERK.

Ahul Suhace  
Runjeet  
Singh.

## No. XIII.

## TRANSLATION.

(Signed by MAHA RAJAH KHURRUK SINGH.)

Seal of Maha Rajah Khurruk Singh.
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Formerly a Treaty was executed by the Right Honorable Lord William Cavendish Bentinck, the Governor-General of India, on the 14th of Poos, Sumbut 1889 (corresponding with A.D. 1832), through Colonel (then Captain) Wade, concerning the navigation of the Sutlej and the Scinde rivers in the Khalsa Territory, in concurrence with the wishes of both the friendly and allied Governments. Another Treaty on the subject was subsequently executed through the same officer, in Sumbut 1891 (corresponding with A. D. 1834), fixing a duty on every mercantile boat, independent of the quantity of its freight, and the nature of its merchandize. A third Treaty was executed on this subject, in accordance with the wishes of both Governments, on the arrival of Mr. Clerk, Agent to the Governor General, at the Durbar, in May 1839, adjusting the rate of duties on merchandize, according to quantity and kind; and although at the end of that document so much was specified as that the two high powers should after this never propose a rate below (less) than that specified, yet notwithstanding after this, when that gentleman came to the Khalsa Durbar at Amritsur, in Jeth, Sumbut 1897 (corresponding with May 1840), he explained the difficulties and inconvenience which seemed to result to trade under the system proposed last year, in consequence of the obstruction to boats for the purpose of search and the ignorance of traders, and the difficulty of adjusting duties according to the different kinds of articles freighted in the boats, and proposed to revise that system by fixing a scale of duties proportionate to the measurement of boats, and not on the kind of commodities, if this arrangement should be approved of by both Governments. Having reported to his Government the circumstances of the case, he now drew up a Schedule of the rate of duties on the mercantile boats navigating the Rivers Scinde and Sutlej, and forwarded it for the consideration of this friendly Durbar. The Khalsa Government, therefore, with a due regard to the established alliance, having added a few sentences in accordance with the late Treaties, and agreeably to what is already well understood, has signed and sealed the Schedule, and it shall never be at all liable to any contradiction, difference, change or alteration, without the concurrence and concert of both Governments, in consideration of mutual advantages, upon condition it does not interfere with the established custom duties at Amritsur, Lahore, and other inland places, or the other rivers in the Khalsa Territory.

## ARTICLE 1.

Grain, wood, and lime-stone will be free from duty.

## ARTICLE 2.

With exception to the above, every commodity to pay duty according to the measurement of the boat.

## ARTICLE 3.

Duty on a boat not exceeding two hundred and fifty maunds of freight, proceeding from the foot of the hills, Roopur or Loodiana, to Mithenkote or Rojan, or from Rojan or Mithenkote to the foot of the hills, Roopur or Loodiana, will be ... Rs. 50

*viz.*

From the foot of the Hills to Ferozepore, or back...	...	20	
From _____ to Bhawulpore, or back ...	...	15	
From Bhawulpore to Mithenkote or Rojan, or back ...	...	15	
The whole trip, up or down	—		50

Duty on a boat above two hundred and fifty maunds, but not exceeding five hundred maunds, from the foot of the hills, Roopur or Loodiana, to Mithenkote or Rojan, or from Rojan or Mithenkote to the foot of the hills, Roopur or Loodiana, will be... Rs. 100

*viz.*

From the foot of the hills to Ferozepore, or back...	...	40	
From Ferozepore to Bhawulpore, or back ...	...	30	
From Bhawulpore, to Mithenkote or Rojan, or back	...	30	
The whole trip, up or down	—		100
Duty on all boats above five hundred maunds will be...	...		Rs. 150

*viz.*

From the foot of the hills to Ferozepore or back ...	...	60	
From Ferozepore to Bhawulpore, or back ...	...	45	
From Bhawulpore to Mithenkote or Rojan, or back...	...	45	
The whole trip, up or down	—		150

## ARTICLE 4.

Boats to be classed 1, 2, or 3, and the same to be written on the boat, and every boat to be registered.

## ARTICLE 5.

These duties on merchandize frequenting the Sutlej and Scinde, are not to interfere with the duties on the banks of other rivers, or with the established inland custom houses, throughout the Khalsa Territory, which will remain on their usual footing.

*Dated 13th Assar, Sumbut 1897, corresponding with 27th June 1840.*

(True translation.)

(Sd.) G. CLERK,

*Agent to the Governor General.*

Approved by the Governor-General, 10th August 1840.

## No. XIV.

Whereas a Treaty was formerly concluded between Maharajah Runjeet Singh and Shah Shooja-ool-Moolk, consisting of fourteen Articles, exclusive of the preamble and the conclusion, and whereas the execution of the provisions of the said Treaty was suspended for certain reasons, and whereas at this time Mr. W. H. Macnaghten having been deputed by the Right Honourable George Lord Auckland, G.C.B., Governor General of India, to the presence of Maharajah Runjeet Singh, and vested with full powers to form a Treaty in a manner consistent with the friendly engagements subsisting between the two States, the Treaty aforesaid is revived and concluded with certain modifications, and four new Articles have been added thereto, with the approbation of, and in concert with, the British Government, the provisions whereof, as contained in the following eighteen Articles, will be duly and faithfully observed.

## ARTICLE 1ST.

Shah Shooja-ool-Moolk disclaims all title on the part of himself, his heirs, successors and all the Suddozais to all the territories lying on either bank of the River Indus, that may be possessed by the Maharajah, *viz.*, Cashmere, including its limits E.W. N.S., together with the Fort of Attock, Chuch, Hezara, Khebel, Amb, with its dependencies on the left bank of the aforesaid river, and on the right bank Peshawur, with the Eusufzai Territory, Kheteks, Hisht Nagar, Mechnee Kohat, Hungoo, and all places dependent in Peshawur, as far as the Khyber Pass, Benno, the Viziri Territory, Dowr Tank, Gorang, Kalabagh and Kushalgher, with their dependent districts, Derah Ismail Khan and its dependency, together with Derah Ghazee Khan, Kot Mithan, Omarkote, and their dependent territory, Singher, Heren, Dajel, Hajeepore, Rajenpore, and the three Ketches, as well as Mankera with its district, and the province of Multan situated on the left bank. These countries and places are considered to be the property and to form the estate of the Maharajah—the Shah neither has nor will have any concern with them. They belong to the Maharajah and his posterity from generation to generation.

## ARTICLE 2ND.

The people of the country on the other side of Khyber will not be suffered to commit robberies or aggressions, or any disturbances on this side. If any defaulter of either State, who has embezzled the revenue, take refuge in the territory of the other, each party engages to surrender him, and no person shall obstruct the passage of the stream which issues out of the Khyber defile, and supplies the Fort of Futtehghurh with water, according to ancient usage.

## ARTICLE 3RD.

As agreeably to the Treaty established between the British Government and the Maharajah, no one can cross from the left to the right bank of the Sutlej without a passport from the Maharajah, the same rule shall be observed regarding the passage of the Indus, whose waters join the Sutlej, and no one shall be allowed to cross the Indus without the Maharajah's permission.

## ARTICLE 4TH.

Regarding Shikarpore and the Territory of Sind on the right bank of the Indus, the Shah will agree to abide by whatever may be settled as right and proper in conformity with the happy relations of friendship subsisting between the British Government and the Maharajah through Captain Wade.

## ARTICLE 5TH.

When the Shah shall have established his authority in Cabool and Candahar, he will annually send the Maharajah the following articles, *viz.*, 55 high-bred Horses of approved color and pleasant paces, 11 Persian Scimitars, 7 Persian Poignards, 25 good Mules, Fruits of various kinds, both dry and fresh, and Sirdas or Musk Melons of a sweet and delicate flavour (to be sent throughout the year), by the way of Cabool River to Peshawur, Grapes, Pomegranates, Apples, Quinces, Almonds, Raisins, Pistahs or Chesnuts, an abundant supply of each, as well as pieces of Satin of every color, Choghas of fur, Kinkhabs wrought with gold and silver, and Persian Carpets, altogether to the number of 101 pieces. All these articles the Shah will continue to send every year to the Maharajah.

## ARTICLE 6TH.

Each party shall address the other on terms of equality.

## ARTICLE 7TH.

Merchants of Affghanistan who will be desirous of trading to Lahore, Amritsur, or any other parts of the Maharajah's possessions, shall not be stopped or molested on their way; on the contrary, strict orders shall be issued to facilitate their intercourse, and the Maharajah engages to observe the same line of conduct on his part, in respect to traders who may wish to proceed to Affghanistan.

## ARTICLE 8TH.

The Maharajah will yearly send to the Shah the following articles in the way of friendship, 55 pieces of Shawls, 25 pieces of Muslin, 11 Dopattahs, 5 pieces of Kinkhab, 5 Scarves, 5 Turbans, 55 loads of Bareh Rice (peculiar to Peshawur).

## ARTICLE 9TH.

Any of the Maharajah's Officers who may be deputed to Affghanistan to purchase horses or on any other business, as well as those who may be sent by the Shah into the Punjaub for the purpose of purchasing Piece Goods or Shawls, &c., to the amount of 11,000 Rupees, will be treated by both sides with due attention, and every facility will be afforded to them in the execution of these commissions.

## ARTICLE 10TH.

Whenever the armies of the two States may happen to be assembled at the same place, on no account shall the slaughter of kine be permitted to take place.

## ARTICLE 11TH.

In the event of the Shah taking an auxiliary force from the Maharajah, whatever booty may be acquired from the Barakzais, in jewels, horses, arms, great and small, shall be equally divided between the two contracting parties. If the Shah should succeed in obtaining possession of their property without the assistance of the Maharajah's troops, the Shah agrees to send a portion of it by his own agent to the Maharajah in the way of friendship.

## ARTICLE 12TH.

An exchange of missions charged with letters and presents shall constantly take place between the two parties.

## ARTICLE 13TH.

Should the Maharajah require the aid of any of the Shah's troops "in furtherance of the objects contemplated by this Treaty," the Shah engages to send a force commanded by one of his principal officers; in like manner the Maharajah will furnish the Shah, when required, with an auxiliary force composed of Mahomedans, and commanded by one of his principal officers as far as Cabool, in furtherance of the objects contemplated by this Treaty. When the Maharajah may go to Peshawur, the Shah will depute a Shahzadah to visit him, on which occasions the Maharajah will receive and dismiss him with the honor and consideration due to his rank and dignity.

## ARTICLE 14TH.

The friends and enemies of each of the three high powers, that is to say, the British and Sikh Governments and Shah Shooja-ool-Moolk, shall be the friends and enemies of all.

## ARTICLE 15TH.

Shah Shooja-ool-Moolk engages, after the attainment of his object, to pay without fail to the Maharajah the sum of two lakhs of Rupees of the Nanukshahie or Kuldar currency, calculating from the date on which the Sikh troops may be despatched for the purpose of reinstating His Majesty in Cabool, in consideration of the Maharajah's stationing a force of not less than 5,000 men, Cavalry and Infantry, of the Mahomedan persuasion, within the limits of the Peshawur Territory, for the support of the Shah, and to be sent to the aid of His Majesty, whenever the British Government, in concert and counsel with the Maharajah, shall deem their aid necessary; and when any matter of great importance may arise to the westward, such measures will be adopted with regard to it as may seem expedient and proper at the time to the British and Sikh Governments. In the event of the Maharajah requiring the aid of any of the Shah's troops, a deduction will be made from the Subsidy

proportioned to the period for which such aid may be afforded, and the British Government holds itself responsible for the punctual payment of the above sum annually to the Maharajah so long as the provisions of this Treaty are duly observed.

#### ARTICLE 16TH.

Shah Shooja-ool-Moolk agrees to relinquish for himself, his heirs, and successors all claims of supremacy and arrears of tribute over the country now held by the Ameers of Sinde (and which will continue to belong to the Ameers and successors in perpetuity), on condition of the payment to him by the Ameers of such a sum as may be determined under the mediation of the British Government, fifteen lakhs of such payment being made over by him to Maharajah Runjeet Singh. On these payments being completed, Article 4 of the Treaty of the 12th of March 1833 will be considered cancelled, and the customary interchange of letters and suitable presents between the Maharajah and the Ameers of Sinde shall be maintained as heretofore.

#### ARTICLE 17TH.

When Shah Shooja-ool-Moolk shall have succeeded in establishing his authority in Affghanistan, he shall not attack or molest his nephew, the ruler of Herat, in the possession of the territories now subject to his Government.

#### ARTICLE 18TH.

Shah Shooja-ool-Moolk binds himself, his heirs, and successors to refrain from entering into negotiations with any Foreign State, without the knowledge and consent of the British and Sikh Governments, and to oppose any power having the design to invade the British or Sikh Territories by force of arms to the utmost of his ability.

The three Powers, parties to this Treaty, *viz.*, the British Government, Maharajah Runjeet Singh and Shah, Shooja-ool-Moolk, cordially agree to the foregoing Articles. There shall be no deviation from them, and in that case the present Treaty shall be considered binding for ever, and this Treaty shall come into operation from and after the date on which the seals and signatures of the three contracting parties shall have been affixed thereto.

*Done at Lahore, this 26th day of June, in the year of Our Lord 1838, corresponding with the 15th of the month of Asarh 1295—Era of Bikarmajit.*

*Signed and sealed this 25th day of July, in the year A.D. 1838, at Simla.*

(Sd.) AUCKLAND.

Seal of  
the Governor  
General.

Seal and  
signature  
of Runjeet  
Singh.

Seal and  
signature of  
Shah Shooja-  
ool-Moolk.



## No. XV.

PROCLAMATION by the RIGHT HONORABLE the GOVERNOR-GENERAL of INDIA.

The British Government has ever been on terms of friendship with that of the Punjab.

In the year 1809, a Treaty of amity and concord was concluded between the British Government and the late Maha Rajah Runjeet Singh, the conditions of which have always been faithfully observed by the British Government, and were scrupulously fulfilled by the late Maha Rajah.

The same friendly relations have been maintained with the successors of Maha Rajah Runjeet Singh by the British Government up to the present time.

Since the death of the late Maha Rajah Shere Sing, the disorganized state of the Lahore Government has made it incumbent on the Governor-General in Council to adopt precautionary measures for the protection of the British Frontier. The nature of these measures and the cause of their adoption were at the time fully explained to the Lahore Durbar.

Notwithstanding the disorganized state of the Lahore Government during the last two years, and many most unfriendly proceedings on the part of the Durbar, the Governor-General in Council has continued to evince his desire to maintain the relations of amity and concord which had so long existed between the two States for the mutual interests and happiness of both. He has shown on every occasion the utmost forbearance from consideration to the helpless state of the infant Maha Rajah Dulleep Singh, whom the British Government had recognized as the successor to the late Maha Rajah Sheer Sing.

The Governor-General in Council sincerely desired to see a strong Sikh Government re-established in the Punjab, able to control its army, and to protect its subjects. He had not, up to the present moment, abandoned the hope of seeing that important object effected by the patriotic efforts of the Chiefs and people of that country.

The Sikh Army recently marched from Lahore towards the British Frontier, as it was alleged by the orders of the Durbar, for the purpose of invading the British Territory.

The Governor-General's Agent, by direction of the Governor-General, demanded an explanation of this movement—and no reply being returned within a reasonable time, the demand was repeated. The Governor-General, unwilling to believe in the hostile intentions of the Sikh Government, to which no provocation had been given, refrained from taking any measures which might have a tendency to embarrass the Government of the Maha Rajah, or to induce collision between the two States.

When no reply was given to the repeated demand for explanation, and while active military preparations were continued at Lahore, the Governor-General considered it necessary to order the advance of troops towards the Frontier to reinforce the Frontier posts.

The Sikh Army has now, without a shadow of provocation, invaded the British Territories.

The Governor-General must therefore take measures for effectually protecting the British Provinces—for vindicating the authority of the British Government, and for punishing the violators of Treaties and the disturbers of the public peace.

The Governor-General hereby declares the possessions of Maha Rajah Duleep Sing on the left or British bank of the Sutlege confiscated and annexed to the British Territories.

The Governor-General will respect the existing rights of all jaghiredars, zemindars, and tenants in the said possessions, who, by the course they now pursue, evince their fidelity to the British Government.

The Governor-General hereby calls upon all the Chiefs and Sirdars in the protected territories to co-operate cordially with the British Government for the punishment of the common enemy, and for the maintenance of order in these States. Those of the Chiefs who show alacrity and fidelity in the discharge of this duty, which they owe to the protecting power, will find their interests promoted thereby, and those who take a contrary course will be treated as enemies to the British Government, and will be punished accordingly.

The inhabitants of all the territories on the left bank of the Sutlege are hereby directed to abide peaceably in their respective villages, where they will receive efficient protection by the British Government. All parties of men found in armed bands, who can give no satisfactory account of their proceedings, will be treated as disturbers of the public peace.

All subjects of the British Government and those who possess estates on both sides the River Sutlege, who by their faithful adherence to the British Government, may be liable to sustain loss, shall be indemnified and secured in all their just rights and privileges.

On the other hand, all subjects of the British Government, who shall continue in the service of the Lahore State, and who disobey this Proclamation by not immediately returning to their allegiance, will be liable to have their property on this side the Sutlege confiscated, and declared to be aliens and enemies of the British Government.

By order of the Right Honorable the Governor-General of India.

(Sd.) F. CURRIE,

*Secretary to the Govt. of India,  
with the Governor General.*

CAMP LUSHKURREE KHAN KE SERAI, }  
The 13th December 1845. }

## No. XVI.

## TREATY between the BRITISH GOVERNMENT and the STATE OF LAHORE.

Whereas the Treaty of amity and concord, which was concluded between the British Government and the late Maharajah Runjeet Sing, the Ruler of Lahore, in 1809, was broken by the unprovoked aggression, on the British Provinces, of the Sikh Army, in December last; and Whereas, on that occasion, by the Proclamation, dated 13th December, the territories then in the occupation of the Maharajah of Lahore, on the left or British bank of the River Sutlej, were confiscated and annexed to the British Provinces; and since that time hostile operations have been prosecuted by the two Governments, the one against the other, which have resulted in the occupation of Lahore by the British Troops; and Whereas it has been determined that, upon certain conditions, peace shall be re-established between the two Governments, the following Treaty of peace between the Honorable English East India Company and Maharajah Dhuleep Sing Bahadoor, and his children, heirs and successors, has been concluded on the part of the Honorable Company by Frederick Currie, Esquire, and Brevet-Major Henry Montgomery Lawrence, by virtue of full powers to that effect vested in them by the Right Hon'ble Sir Henry Hardinge, G.C.B., one of Her Britannic Majesty's Most Hon'ble Privy Council, Governor-General, appointed by the Hon'ble Company to direct and control all their affairs in the East Indies, and on the part of His Highness Maharajah Dhuleep Sing by Bhace Ram Sing, Rajah Lal Sing, Sirdar Tej Sing, Sirdar Chuttur Sing Attareewalla, Sirdar Runjore Sing Majeethia, Dewan Deena Nath and Fakeer Noor-odeen, vested with full powers and authority on the part of His Highness.

## ARTICLE I.

There shall be perpetual peace and friendship between the British Government on the one part, and Maharajah Dhuleep Sing, his heirs and successors on the other.

## ARTICLE II.

The Maharajah of Lahore renounces for himself, his heirs and successors, all claim to, or connection with, the territories lying to the south of the River Sutlej, and engages never to have any concern with those territories or the inhabitants thereof.

## ARTICLE III.

The Maharajah cedes to the Honorable Company, in perpetual sovereignty, all his forts, territories and rights in the Doab or country, hill and plain, situated between the Rivers Beas and Sutlej.

## ARTICLE IV.

The British Government having demanded from the Lahore State, as indemnification for the expenses of the War, in addition to the cession of territory described in Article III., payment of one and half crore of Rupees,

and the Lahore Government, being unable to pay the whole of this sum at this time, or to give security satisfactory to the British Government for its eventual payment, the Maharajah cedes to the Honourable Company, in perpetual sovereignty, as equivalent for one crore of Rupees, all his forts, territories, rights and interests in the hill countries, which are situated between the Rivers Beas and Indus, including the Provinces of Cashmere and Hazarah.

#### ARTICLE V.

The Maharajah will pay to the British Government the sum of 50 lakhs of Rupees on or before the ratification of this Treaty.

#### ARTICLE VI.

The Maharajah engages to disband the mutinous troops of the Lahore Army, taking from them their arms—and His Highness agrees to reorganize the Regular or Acen Regiments of Infantry, upon the system, and according to the Regulations as to pay and allowances, observed in the time of the late Maharajah Runjeet Sing. The Maharajah further engages to pay up all arrears to the soldiers that are discharged, under the provisions of this Article.

#### ARTICLE VII.

The Regular Army of the Lahore State shall henceforth be limited to 25 Battalions of Infantry, consisting of 800 bayonets each—with twelve thousand Cavalry—this number at no time to be exceeded without the concurrence of the British Government. Should it be necessary at any time—for any special cause—that this force should be increased, the cause shall be fully explained to the British Government, and when the special necessity shall have passed, the regular troops shall be again reduced to the standard specified in the former Clause of this Article.

#### ARTICLE VIII.

The Maharajah will surrender to the British Government all the guns—thirty-six in number—which have been pointed against the British Troops—and which, having been placed on the right bank of the River Sutlej, were not captured at the battle of Subraon.

#### ARTICLE IX.

The control of the Rivers Beas and Sutlej, with the continuations of the latter river, commonly called the Gurrah and the Punjnud, to the confluence of the Indus at Mithunkote—and the control of the Indus from Mithunkote to the borders of Beloochistan, shall, in respect to tolls and ferries, rest with the British Government. The provisions of this Article shall not interfere with the passage of boats belonging to the Lahore Government on the said rivers, for the purposes of traffic or the conveyance of passengers up and down their course. Regarding the ferries between the two countries respectively, at the several ghâts of the said rivers, it is agreed that the British Government, after defraying all the expenses of management and establishments, shall

account to the Lahore Government for one-half of the net profits of the ferry collections. The provisions of this Article have no reference to the ferries on that part of the River Sutlej which forms the boundary of Bhawalpore and Lahore respectively.

#### ARTICLE X.

If the British Government should, at any time, desire to pass troops through the territories of His Highness the Maharajah, for the protection of the British Territories, or those of their Allies, the British Troops shall, on such special occasion, due notice being given, be allowed to pass through the Lahore Territories. In such case the Officers of the Lahore State will afford facilities in providing supplies and boats for the passage of rivers, and the British Government will pay the full price of all such provisions and boats, and will make fair compensation for all private property that may be endamaged. The British Government will, moreover, observe all due consideration to the religious feelings of the inhabitants of those tracts through which the army may pass.

#### ARTICLE XI.

The Maharajah engages never to take or to retain in his service any British subject—nor the subject of any European or American State—without the consent of the British Government.

#### ARTICLE XII.

In consideration of the services rendered by Rajah Golab Sing, of Jummo, to the Lahore State, towards procuring the restoration of the relations of amity between the Lahore and British Governments, the Maharajah hereby agrees to recognize the Independent Sovereignty of Rajah Golab Sing in such territories and districts in the hills as may be made over to the said Rajah Golab Sing, by separate Agreement between himself and the British Government, with the dependencies thereof, which may have been in the Rajah's possession since the time of the late Maharajah Khurruck Sing, and the British Government, in consideration of the good conduct of Rajah Golab Sing, also agrees to recognize his independence in such territories, and to admit him to the privileges of a separate Treaty with the British Government.

#### ARTICLE XIII.

In the event of any dispute or difference arising between the Lahore State and Rajah Golab Sing, the same shall be referred to the arbitration of the British Government, and by its decision the Maharajah engages to abide.

#### ARTICLE XIV.

The limits of the Lahore Territories shall not be, at any time, changed without the concurrence of the British Government.

#### ARTICLE XV.

The British Government will not exercise any interference in the internal administration of the Lahore State—but in all cases or questions which may

be referred to the British Government, the Governor-General will give the aid of his advice and good offices for the furtherance of the interests of the Lahore Government.

#### ARTICLE XVI.

The subjects of either State shall, on visiting the territories of the other, be on the footing of the subjects of the most favored nation.

This Treaty, consisting of sixteen Articles, has been this day settled by Frederick Currie, Esquire, and Brevet-Major Henry Montgomery Lawrence, acting under the directions of the Right Hon'ble Sir Henry Hardinge, G.C.B., Governor-General, on the part of the British Government, and by Bhace Ram Sing, Rajah Lal Sing, Sirdar Tej Sing, Sirdar Chutter Sing Attareewalla, Sirdar Runjore Sing Majeethia, Dewan Deena Nath, and Fuqueer Noorooddeen, on the part of the Maharajah Dhuleep Sing, and the said Treaty has been this day ratified by the Seal of the Right Hon'ble Sir Henry Hardinge, G.C.B., Governor-General, and by that of His Highness Maharajah Dhuleep Sing.

*Done at Lahore, this Ninth day of March, in the year of Our Lord One Thousand Eight Hundred and Forty-Six, corresponding with the Tenth day of Rubbee-ool-awul, 1262 Hijree, and ratified on the same date.*

(Sd.) H. HARDINGE. [L. S.]

(Sd.)	MAHARAJAH DHULEEP SING.	[L. S.]
"	BHACE RAM SING.	[L. S.]
"	RAJAH LAL SING.	[L. S.]
"	SIRDAR TEJ SING.	[L. S.]
"	SIRDAR CHUTTUR SING ATTAREEWALLA.	[L. S.]
"	SIRDAR RUNJORE SING MAJEETHIA.	[L. S.]
"	DEWAN DEENA NATH.	[L. S.]
"	FUQUEER NOOROODDEEN.	[L. S.]

#### No. XVII.

ARTICLES of AGREEMENT concluded between the BRITISH GOVERNMENT and the LAHORE DURBAR, on the 11th March 1846.

Whereas the Lahore Government has solicited the Governor-General to leave a British Force at Lahore, for the protection of the Maharajah's person and of the Capital, till the reorganization of the Lahore Army, according to the provisions of Article VI. of the Treaty of Lahore, dated the 9th instant; and Whereas the Governor-General has, on certain conditions, consented to the measure; and Whereas it is expedient that certain matters

concerning the territories ceded by Articles III. and IV. of the aforesaid Treaty should be specifically determined, the following eight Articles of Agreement have this day been concluded between the aforementioned contracting parties.

#### ARTICLE I.

The British Government shall leave at Lahore, till the close of the current year, A.D. 1846, such force as shall seem to the Governor General adequate for the purpose of protecting the person of the Maharajah and the inhabitants of the City of Lahore, during the reorganization of the Sikh Army, in accordance with the provisions of Article VI. of the Treaty of Lahore. That force to be withdrawn at any convenient time before the expiration of the year, if the object to be fulfilled shall, in the opinion of the Durbar, have been attained—but the force shall not be detained at Lahore beyond the expiration of the current year.

#### ARTICLE II.

The Lahore Government agrees that the force left at Lahore for the purpose specified in the foregoing Article, shall be placed in full possession of the Fort and the City of Lahore, and that the Lahore troops shall be removed from within the City. The Lahore Government engages to furnish convenient quarters for the Officers and men of the said force—and to pay to the British Government all the extra expenses in regard to the said force, which may be incurred by the British Government, in consequence of the troops being employed away from their own Cantonments, and in a Foreign Territory.

#### ARTICLE III.

The Lahore Government engages to apply itself immediately and earnestly to the reorganization of its army according to the prescribed conditions, and to communicate fully with the British Authorities left at Lahore, as to the progress of such reorganization, and as to the location of the troops.

#### ARTICLE IV.

If the Lahore Government fails in the performance of the conditions of the foregoing Article, the British Government shall be at liberty to withdraw the force from Lahore at any time before the expiration of the period specified in Article I.

#### ARTICLE V.

The British Government agrees to respect the *bonâ fide* rights of those jaghiredars, within the territories ceded by Articles III. and IV. of the Treaty of Lahore, dated 9th instant, who were attached to the families of the late Maharajahs Runjeet Sing, Kurruk Sing, and Shere Sing—and the British Government will maintain those jaghiredars in their *bonâ fide* possessions during their lives.

## ARTICLE VI.

The Lahore Government shall receive the assistance of the British Local Authorities in recovering the arrears of revenue, justly due to the Lahore Government from the kardars and managers in the territories ceded by the provisions of Articles III. and IV. of the Treaty of Lahore, to the close of the khureef harvest of the current year, *viz.*, 1902 of the Sumbut Bikramajeet.

## ARTICLE VII.

The Lahore Government shall be at liberty to remove from the forts, in the territories specified in the foregoing Article, all treasure and State property, with the exception of guns. Should however the British Government desire to retain any part of the said property, they shall be at liberty to do so, paying for the same at a fair valuation, and the British Officers shall give their assistance to the Lahore Government in disposing on the spot of such part of the aforesaid property as the Lahore Government may not wish to remove, and the British Officers may not desire to retain.

## ARTICLE VIII.

Commissioners shall be immediately appointed by the two Governments to settle and lay down the boundary between the two States, as defined by Article IV. of the Treaty of Lahore, dated March 9th, 1846.

(Sd.) H. HARDINGE. [L. S.]

(Sd.)	MAHARAJAH DHULEEP SING. [L. S.]
„	BHAE RAM SING. [L. S.]
„	RAJAH LAL SING. [L. S.]
„	SIRDAR TEJ SING. [L. S.]
„	SIRDAR CHUTTUR SING ATTAREEWALLA. [L.S.]
„	SIRDAR RUNJORE SING MAJEETHIA. [L. S.]
„	DEWAN DEENA NATH. [L. S.]
„	FUQUEER NOOROODDEEN. [L. S.]

## No. XVIII.

ARTICLES of AGREEMENT concluded between the BRITISH GOVERNMENT and the LAHORE DURBAR, on the 16th December 1846.

Whereas the Lahore Durbar and the principal Chiefs and Sirdars of the State have in express terms communicated to the British Government their anxious desire that the Governor General should give his aid and assistance to maintain the administration of the Lahore State during the minority of Maharaja Dulleep Sing, and have declared this measure to be indispensable for the maintenance of the Government; and whereas the Governor-General has, under certain conditions, consented to give the aid and assistance solicited,



the following Articles of Agreement, in modification of the Articles of Agreement executed at Lahore on the 11th March last, have been concluded on the part of the British Government by Frederick Currie, Esquire, Secretary to Government of India, and Lieutenant-Colonel Henry Montgomery Lawrence, c.b., Agent to the Governor General, North-West Frontier, by virtue of full powers to that effect vested in them by the Right Honorable Viscount Hardinge, c.c.b., Governor General, and on the part of His Highness Maharajah Dhulleep Sing, by Sirdar Tej Sing, Sirdar Shere Sing, Dewan Dena Nath, Fukeer Noorooddeen, Rai Kishen Chund, Sirdar Runjore Sing Majethea, Sirdar Utter Sing Kaleewalla, Bhaee Nidhan Sing, Sirdar Khan Sing Majethea, Sirdar Shumshere Sing, Sirdar Lall Sing Morarea, Sirdar Kher Sing Sindhanwalla, Sirdar Urjun Sing Rungrungalea, acting with the unanimous consent and concurrence of the Chiefs and Sirdars of the State assembled at Lahore.

#### ARTICLE I.

All and every part of the Treaty of peace between the British Government and the State of Lahore, bearing date the 9th day of March 1846, except in so far as it may be temporarily modified in respect to Clause 15 of the said Treaty by this engagement, shall remain binding upon the two Governments.

#### ARTICLE II.

A British Officer, with an efficient establishment of assistants, shall be appointed by the Governor-General to remain at Lahore, which Officer shall have full authority to direct and control all matters in every department of the State.

#### ARTICLE III.

Every attention shall be paid in conducting the administration to the feelings of the people, to preserving the national institutions and customs, and to maintaining the just rights of all classes.

#### ARTICLE IV.

Changes in the mode and details of administration shall not be made, except when found necessary for effecting the objects set forth in the foregoing Clause, and for securing the just dues of the Lahore Government. These details shall be conducted by native officers as at present, who shall be appointed and superintended by a Council of Regency composed of leading Chiefs and Sirdars acting under the control and guidance of the British Resident.

#### ARTICLE V.

The following persons shall in the first instance constitute the Council of Regency, *viz.*, Sirdar Tej Sing, Sirdar Shere Sing Attareewalla, Dewan Dena Nath, Fukeer Noorooddeen, Sirdar Runjore Sing Majethea, Bhaee

Nidhan Sing, Sirdar Utter Sing Kaleewalla, Sirdar Shumshere Sing Sindhanwalla, and no change shall be made in the persons thus nominated, without the consent of the British Resident, acting under the orders of the Governor-General.

#### ARTICLE VI.

The administration of the country shall be conducted by this Council of Regency in such manner as may be determined on by themselves in consultation with the British Resident, who shall have full authority to direct and control the duties of every department.

#### ARTICLE VII.

A British Force of such strength and numbers, and in such positions as the Governor-General may think fit, shall remain at Lahore for the protection of the Maharajah and the preservation of the peace of the country.

#### ARTICLE VIII.

The Governor-General shall be at liberty to occupy with British Soldiers any fort or military post in the Lahore Territories, the occupation of which may be deemed necessary by the British Government, for the security of the capital or for maintaining the peace of the country.

#### ARTICLE IX.

The Lahore State shall pay to the British Government twenty-two lakhs of New Nanuck Shahce Rupees of full tale and weight per annum for the maintenance of this force, and to meet the expenses incurred by the British Government. Such sum to be paid by two instalments, or 13,20,000 in May or June, and 8,80,000 in November or December of each year.

#### ARTICLE X.

Inasmuch as it is fitting that Her Highness the Maharanee, the mother of Maharajah Duleep Sing, should have a proper provision made for the maintenance of herself and dependants, the sum of one lakh and fifty thousand Rupees shall be set apart annually for that purpose, and shall be at Her Highness' disposal.

#### ARTICLE XI.

The provisions of this Engagement shall have effect during the minority of His Highness Maharajah Duleep Sing, and shall cease and terminate on

His Highness attaining the full age of sixteen years, or on the 4th September of the year 1854, but it shall be competent to the Governor-General to cause the arrangement to cease at any period prior to the coming of age of His Highness, at which the Governor-General and the Lahore Durbar may be satisfied that the interposition of the British Government is no longer necessary for maintaining the Government of His Highness the Maharajah.

*This Agreement, consisting of eleven Articles, was settled and executed at Lahore by the Officers and Chiefs and Sirdars above-named, on the 16th day of December 1846.*

(Sd.) F. CURRIE.

„ II. M. LAWRENCE.

(Sd.) SIRDAR TEJ SING. [L. S.]  
 „ SIRDAR SHERE SING. [L. S.]  
 „ DEWAN DENA NATH. [L. S.]  
 „ FUKER NOOROODEEN. [L. S.]  
 „ RAE KISHEN CHUND. [L. S.]  
 „ SIRDAR RUNJORE SING MAJETHEA. [L. S.]  
 „ SIRDAR UTTER SING KALEEWALLA. [L. S.]  
 „ BHAE NIDHAN SING. [L. S.]  
 „ SIRDAR KHAN SING MAJETHEA. [L. S.]  
 „ SIRDAR SHUMSHERE SING. [L. S.]  
 „ SIRDAR LAL SING MORAREA. [L. S.]  
 „ SIRDAR KHER SING SINDHANWALLA. [L. S.]  
 „ SIRDAR URJUN SING RUNGRUNGALEA. [L. S.]

(Sd.) HARDINGE.

L. S.

L. S.

(Sd.) DULLEEF SING.

Ratified by the Right Honorable the Governor-General, at Bhyrowal Ghât, on the left bank of the Beas, the Twenty-Sixth day of December One Thousand Eight Hundred and Forty-Six.

(Sd.) F. CURRIE,  
*Secy. to the Govt. of India.*

### No. XIX.

TERMS granted to, and accepted by, MAHARAJAH DHULEEP SING.

Terms granted to the Maharajah Dulleep Sing Bahadoor, on the part of the Honorable East India Company, by Henry Meirs Elliot, Esq., Foreign Secretary to the Government of India, and Lieutenant-Colonel Sir Henry Montgomery Lawrence, K.C.B., Resident, in virtue of full powers vested in them by the Right Honorable James, Earl of Dalhousie, Knight of the Most Ancient and Most Noble Order of the Thistle, one of Her Majesty's Most Honorable Privy Council, Governor-General appointed by the Honorable East India Company to direct and control all their affairs in the East Indies, and accepted on the part of His Highness the Maharajah, by Rajah Tej Sing, Rajah Deena Nath, Bhace Nidhan Sing, Fukcer Noorooddeen, Gundur Sing, Agent of Sirdar Shere Sing Sindhanwalla, and Sirdar Lall Sing, Agent and son of Sirdar Utter Sing Kalcanwalla, Members of the Council of Regency, invested with full power and authority on the part of His Highness.

1st.—His Highness the Maharajah Dulleep Sing shall resign for himself, his heirs, and his successors, all right, title, and claim to the sovereignty of the Punjab, or to any sovereign power whatever.

2nd.—All the property of the State, of whatever description and where-soever found, shall be confiscated to the Honorable East India Company, in part payment of the debt due by the State of Lahore to the British Government, and of the expenses of the war.

3rd.—The Gem called the Koh-i-noor, which was taken from Shah Shooja-ool-Moolk by Maharajah Runjeet Sing, shall be surrendered by the Maharajah of Lahore to the Queen of England.

4th.—His Highness Dulleep Sing shall receive from the Honorable East India Company, for the support of himself, his relatives, and the servants of the State, a pension not less than four and not exceeding five lakhs of Company's Rupees per annum.

5th.—His Highness shall be treated with respect and honor. He shall retain the title of Maharajah Dulleep Sing Bahadoor, and he shall continue to receive, during his life, such portion of the abovenamed pension as may be

allotted to himself personally, provided he shall remain obedient to the British Government, and shall reside at such place as the Governor-General of India may select.

*Granted and accepted at Lahore, on the 29th of March 1849, and ratified by the Right Honorable the Governor-General on the 5th April 1849.*

(Sd.) MAHARAJAH DULLEEP SING. L. S.

„ RAJAH TEJ SING. L. S.

(Sd.) DALHOUSIE. L. S.

(Sd.) RAJAH DEENA NATH. L. S.

„ H. M. ELLIOT. L. S.

(Sd.) BHAE NIDHAN SING. L. S.

„ H. M. LAWRENCE. L. S.

(Sd.) FUKER NOORODDEEN. L. S.

„ GUNDUR SING,  
*Agent of Sirdar Shere Sing,*  
*Sindhanwalla.* L. S.

„ SIRDAR LALL SING,  
*Agent and Son of*  
*Sirdar Uttur Sing Kaleanwalla.* L. S.

## CIS-SUTLEJ STATES.

*From a Report by the Punjab Government and Original Papers in the Foreign Office.*

THE establishment of the British power in the Cis-Sutlej States dates from the Treaty with Runjeet Sing of 25th April 1809, by the 2nd Article of which Runjeet Sing engaged neither to commit nor suffer any encroachments on the possessions or rights of the Chiefs on the left bank of the Sutlej. On 3rd May 1809 a Proclamation (No XX.) was issued, extending the protection of the British Government to the Chiefs of Sirhind and Malwa without demand of tribute, requiring service in time of war, and defining generally the relation of the protected States to the British Government. The general scope of the Proclamation of 1809 was to establish the Chiefs in the States they held before they were received under British protection. Relieved of their fear of Runjeet Sing, however, the stronger Chiefs began to encroach on the weaker, and in August 1811 it was found necessary to issue a second Proclamation (No. XXI.), directing the restoration of such usurped estates, and prohibiting such encroachments.

After the first Sikh War, the relations of the British Government with the Chiefs of the Cis-Sutlej States were entirely changed.

\* Puttiala.  
Jheend.  
Nabha.  
Kalsia.  
Maleir Kotla.  
Ferozdkot.  
Mundet.  
Dyalgurh.  
Raikot.

With exception of nine of the larger States,\* all the Chiefs were deprived of their sovereign powers, and in lieu of the military service which they were bound to render they were required to pay a commutation tax, fixed at the rate of two annas in the Rupee, or  $12\frac{1}{2}$  per cent. on their income. The States of Dyalgurh and

Raikot have since lapsed to the British Government.

Of the territory taken under protection in 1809, lands now assessed at Rupees 4,97,485 have lapsed to the British Government from failure of heirs, and lands assessed at Rupees 8,90,477 have been confiscated. Out of the territory thus acquired, jaghires worth Rupees 75,961 have been granted.

*Puttiala.*—This is the largest of the Sikh States. The founder of the family emigrated from the Manjha, and carved out a principality for himself, about a century ago. The Maharajah belongs to the Sidhu Jat tribe of Sikhs. The immediate ancestor was Choudhree Phul, who founded a village in the Nabha territory, called after his name. He had two sons, Tiloka and

Rama, who became founders of a dynasty of princes, the Jheend and Nabha Chiefs being descended from the elder and the Maharajah of Puttiala from the younger son. These Chiefs are known as the Phulkian Houses. The family had been established in the Cis-Sutlej States about five generations as ruling princes when Sirdar Ala Sing founded the capital of Puttiala.

During the Nipal war the Puttiala Chief aided the British Government with troops, and on the conclusion of the war, Sunnuds (Nos. XXII. and XXIII.) were granted to him, conferring on him portions of the Keontul and Baghat States, yielding a revenue of Rupees 35,000, on payment of two lakhs and eighty thousand rupees.

In 1830 the hill territory of Simla was obtained from Puttiala in exchange for three villages in pergunnah Burrowlee. After this, nothing of importance occurred in the relations of the British Government with this Chief, until the winter of 1845-46, when the Khalsa army invaded the Cis-Sutlej territories. On that occasion the Maharajah obtained for his services during the campaign the gift of a portion of the territory confiscated from the Rajah of Nabha in consequence of his misconduct.

In 1847, at the request of the Maharajah, a Sunnud (No. XXIV.) was conferred on him, confirming him for ever in his ancient possessions and those granted by the British Government, with all rights thereto pertaining. The Chief was enjoined to do justice and to promote the welfare of his subjects, while the latter were to consider the Chief their rightful lord and master. The Maharajah on his part relinquished for himself and successors all right to levy excise and transit duties, and engaged to suppress suttee, infanticide, and slave-dealing, to attend in person with his forces should the Cis-Sutlej territories be invaded by an enemy, while the British Government gave up all claims to tribute, revenue, or commutation in lieu of troops or otherwise. The Maharajah during this year received an additional grant of territory confiscated from the Lahore Durbar, amounting to Rupees 10,000, in consideration of his having given up customs and transit duties.

During the mutiny of 1857, Maharajah Nurender Sing aided the British Government by furnishing an auxiliary force, which proceeded to Delhi and kept open the communication on the Grand Trunk Road. He also sent troops to Gwalior and Dholepore, and helped the Government with money. For these services he received from the British Government, besides other rewards, the

Narnoul division of the Jhujjur territory yielding a revenue of Rupees 2,00,000 per annum, in perpetual sovereignty, on condition of political and military service at any time of general danger or disturbance. In addition to this, the British Government ceded to the Maharajah jurisdiction over Bhudour, and the right of escheats and reversion of lapsed estates therein, together with the annual commutation tax, amounting to Rupees 5,265 per annum.

In 1860 a new Sunnud (No. XXV.) was given to the Maharajah, under which he and his successors were to exercise sovereign powers over their ancestral and acquired possessions, and all dependents and feudatories of every degree were bound to render obedience. The British Government engaged never to demand any tribute on account of revenue, service, or on any other plea, and also conferred on the Maharajah the right of adoption, in default of direct heirs; but in case of the Chief dying without male issue, and without adopting a successor, nuzzerana was to be paid to the British Government. The power of life and death has been conceded to the Maharajah over his own subjects. He is bound to co-operate with the British forces on an enemy appearing, and to provide carriage and supplies. He is also required to furnish material for railways and communications, on payment, and to grant lands free for such works.

More recently a portion of the Kanoud pergunnah of the Jhujjur territory and the talooqa of Khumaon were sold to the Maharajah in perpetual sovereignty, in liquidation of debts due to him by the British Government, and in payment of the large interest due on loans. For these transfers a supplementary Sunnud (No. XXVI.) was granted.

Maharajah Nurender Sing was invested, on the 1st November 1861, with the Insignia of the Most Exalted Order of the Star of India, and on the 5th March 1862 the right of adoption conferred by Sunnud of the 5th May 1860 was confirmed (No. XXVII.). The Maharajah died suddenly on 14th November 1862, leaving a son Mohunder Sing, twelve years old, whose succession was recognized by the British Government.

In 1858 the Chiefs of Puttiala, Jheend, and Nabha had preferred certain requests to the British Government, one of which was that in the event of the death of any of them, leaving an infant heir, a Council of Regency consisting of three old and trusted ministers of the State, not related to the heir, should be selected by the British Government, acting with the advice of the other two Chiefs. This request was granted. On the death of Maharajah



Nurunder Sing it was argued by the Chiefs of Jheend and Nabha that the terms of the Sunnuds of 1860 gave them the power of superseding at will the arrangements to which they had asked the British Government to consent in 1858. But the Sunnuds in reality made no change in the status of these Chiefs towards the British Government, they were merely to exercise such sovereignty as they had been accustomed to exercise. The argument was therefore untenable, and a Council of Regency was formed in accordance with the arrangements of 1858. In 1867, with the view of supporting the authority of the Council, certain Puttiala officials, guilty of intrigues against the State, were deported by the British Government to Benares. In 1870 it was found desirable to alter the system by which Puttiala had been superintended by the Commissioner of Umballa, and it was placed under the direct control of the Lieutenant-Governor of the Punjab.

Maharajah Mohunder Sing was vested with full powers of administration in 1870, and in the following year received the dignity of a Knight Grand Commander of the Most Exalted Order of the Star of India.

In 1872 the Maharajah abolished transit dues, amounting in value to about half a lakh of rupees per annum, in the territories assigned to his father in 1858, and in the same year concluded an Agreement (No. XXVIII.) with the British Government for the construction of a line of telegraph from Umballa to Puttiala. In 1873 an Agreement (No. XXIX.) was signed, by which terms were arranged for the construction of the Sirhind Canal and the supply of water to the Puttiala State. In the same year a code of rules for regulating the pursuit and extradition of criminals on the Puttiala and Jeypore border was drawn up and received the sanction of the British Government (see Jeypore, Vol. III., p. 60).

Maharajah Mohunder Sing died on 14th April 1876, leaving two infant sons. The elder, four years of age, was recognized by the British Government as the late Maharajah's successor. For the administration of the State during the minority of Maharajah Rajunder Sing a Council of Regency has been selected in accordance with the arrangements sanctioned in 1858.

The territories of the Maharajah comprise an area of 5,412 square miles, and contain a population of about 1,650,000 souls. The estimated revenue is Rupees 44,00,000. These territories include the ancestral possessions of the Maharajah and the additional districts granted by the British Government.

The Maharajah of Puttiala furnishes a contingent of 100 horse for general duty. He is entitled to a salute of seventeen guns.

The military force of Puttiala consists of about 2,750 cavalry, 600 infantry, including police, 31 field and 78 other guns, and 238 artillerymen.

*Jheend.*—The Chief of this State belongs to the same clan as the Maharajah of Puttiala, but is descended from the elder branch. Like the Maharajah, he is also a Sikh. The family have been established as ruling princes about a century. The Rajah and his ancestors have always been most steady adherents of the British Government. Among the foremost and most sincere of those who proffered their allegiance to the British Government, after the overthrow of the Mahrattas, was Bhag Sing, then Chief of Jheend. The good offices of this Chief were not unimportant in the negotiations which followed the advance of Lord Lake in pursuit of Holkar to the banks of the Beas. Bhag Sing was the maternal uncle of Runjeet Sing of Lahore. Lord Lake confirmed to the Rajah the grants of land he held under the Emperors of Delhi, or under Scindia, and as a special reward conferred on him in addition Khurkondah and Bhuwance, each worth about Rupees 25,000 annually. The Rajah also received jointly with Bhaee Lal Sing of Kaithul the grant of Bursut Furcedpore, in Panoeput, worth about Rupees 70,000. These grants were, however, for life only, and have many years ago lapsed to the British Government. After the Sutlej campaign, the Governor-General bestowed a grant of lands, not exceeding Rupees 3,000 a year, on the Rajah of Jheend, as a mark of satisfaction with his conduct.

In 1847 the Chief of Jheend received a Sunnud (No. XXX.) from the British Government, similar to that given to the Maharajah of Puttiala. During this year the Rajah received an additional grant of land confiscated from the Lahore Government, yielding Rupees 1,000 per annum, in perpetuity, in consideration of his having abolished customs and transit duties.

In 1857 the Rajah of Jheend was the first person who marched against the mutineers at Delhi. His troops acted as the vanguard of the army. He remained in the British Camp before Delhi until the re-occupation of the city, and a portion of his troops also took part in the assault. For these services he received a grant of additional territory, yielding Rupees 1,16,813 per annum, on condition of fidelity and political and military service in time of difficulty and danger.

In 1860 the Rajah received a new Sunnud (No. XXXI.), similar to that given to the Maharajah of Puttiala, including the privilege of adoption, which privilege was especially confirmed by another Sunnud (No. XXXII.). By a subsequent Sunnud (No. XXXIII.) the Rajah was allowed to purchase a portion of the Kanoud tehseel of the Jhujjur territory, on payment of nuzzerana.

Rajah Sungut Sing died without issue, and Rajah Suroop Sing did not succeed to the Chiefship without a struggle. At one time his claims were denied, and the principality was declared an escheat. But eventually his right, though a collateral, to all the possessions of the family held by Rajah Gujput Sing, the common ancestor, was admitted. But all subsequent accession of territory acquired by Rajahs Bhag Sing and Sungut Sing, amounting to one-half of the principality, was declared an escheat, so that Rajah Suroop Sing did not enjoy the united possessions of his family, but only the first conquest made by his ancestor, Rajah Gujput Sing, added, as above stated, to the latter grants of the British Government. Rajah Suroop Sing died in January 1864 and was succeeded by his son, Rughbeer Sing, the present Chief, now forty-one years of age. Rajah Rughbeer Sing was invested at Calcutta on 1st January 1876 by His Royal Highness the Prince of Wales in person with the Insignia of a Knight Grand Commander of the Most Exalted Order of the Star of India.

In 1873 the Rajah of Jheend entered into an Agreement (No. XXIX.) similar to that concluded with the Maharajah of Puttiala for the construction of the Sirhind canal, and in 1875 signed an Engagement (No. XXXIV.) of the same nature as regards the western Jumna canal.

The Jheend State is under the immediate political supervision of the Lieutenant-Governor of the Punjab.

The Jheend territory comprises an area of 1,236 square miles, and has a population of 311,000 souls. It consists of the ancient family possessions added to the latter grants of the British Government. The estimated revenue is between six and seven lakhs of rupees per annum.

The Rajah keeps up a military force of 4 field and 6 other guns, 79 artillerymen, 200 cavalry, and 1,600 infantry guns and gunners, and supplies a contingent of 50 sowars for general duty. He receives a salute of eleven guns.

*Nabha*.—The Chief of Nabha is descended from the same stock as the Maharajah of Puttiala and the Rajah of Jheend, but like the latter belongs to the elder branch of the family. Nothing important occurred in the relations of the British Government with this State, until the period of the first Sikh war, when Rajah Devindur Sing, then ruling Chief, withheld supplies, and systematically neglected to attend to the requisitions of the Governor-General's Agent. The Chief was deposed, and a pension of Rupees 50,000 per annum assigned to him from the resources of the Nabha State. The ex-Chief resided under surveillance at Lahore until his death. His eldest son was placed in power. All transit duties were abolished, except the customs of the town of Nabha, over which the local officers were to continue to have full authority. One-fourth of the territory, less Rupees 12,200, was confiscated, and a portion was divided equally between the Maharajah of Puttiala and the Rajah of Fureedkot in reward for their services. In all domestic affairs the young Rajah was to be independent during good conduct and good management.

No further changes occurred until 1857. During that year Rajah Bharpur Sing rendered important services to the British Government, and was rewarded by a grant of land out of the Jhujjur territory, yielding a lakh and six thousand Rupees per annum, on condition of political and military service at any time of general danger or disturbance.

On the occasion of the Governor-General's visit to the Punjab, the Rajah received a similar Sunnud (No. XXXV.) to those given to the Puttiala and Jheend Chiefs, including the right of adoption. A later Sunnud (No. XXXVI.), conferring the right of adoption, was also granted. Subsequently the Rajah was allowed to purchase a portion of the Kanoud tehseel of the Jhujjur District, in liquidation of a debt due to him from the British Government, and he received a supplementary Sunnud (No. XXXVII.) on this account.

Rajah Bharpur Sing died in November 1863, not without suspicions of poison: shortly after the death of the Rajah, one of his aunts was assassinated in British territory, and a judicial enquiry was held, which resulted in the removal of all suspicions as to the cause of the Rajah's death, and the arraignment of Gurbuksh Sing, the minister of the State, on the charge of having abetted the murder of the Rajah's aunt. He was acquitted, but was forbidden to visit or reside in the Nabha territory.

Rajah Bharpur Sing left neither natural nor adopted heirs; it thus devolved upon the Maharajah of Puttiala and the Rajah of Jheend in accordance with clause 3 of the Sunnud of the 5th May 1860 (No. XXXI.) to select a successor in concert with the British Government from among the Phulkian family. Their choice fell upon Bhugwan Sing, younger brother of Bharpur Sing, who had always been looked upon as his heir, and it was confirmed by the British Government, nuzzerana being levied as provided in clause 3 of the Sunnud above alluded to.

Rajah Bhugwan Sing died in May 1871 without heirs: the procedure laid down in such cases by the Sunnud of 1860 was followed, and a collateral relative, Heera Sing, of Badrakhan, a feudatory of Jheend, was chosen. The selection was approved by the British Government, and the customary nuzzerana levied. The estate of Badrakhan was considered as a succession on failure of direct heirs, and was made over unconditionally to the Rajah of Jheend.

Rajah Heera Sing is now thirty-two years of age.

In 1873 the Rajah entered into an Agreement (No. XXIX.) similar to that executed by the Maharajah of Puttiala for the construction of the Sirhind canal.

The Nabha State is under the immediate political supervision of the Lieutenant-Governor of the Punjab.

For many years a dispute existed between the Sonthi Sikhs and their feudal superior the Rajah of Nabha relative to certain acts of feudal obedience which the former were bound to pay to their Chief; to the equivalent to be paid in money for that service when it ceased, and to the division of the profits of certain villages in which both parties had rights. The dispute commenced in 1820 regarding the times and occasions when the Sonthi Sikhs were to furnish a quota of horsemen. In 1861 an arrangement was made with the approval of Government by which the Rajah was to give the Sonthi Sikhs Rupees 5,000 per annum in discharge of all matters in dispute between them.

The Sonthi Sikhs appealed against this decision to the Home authorities, who were of opinion that the terms of the award were not sufficiently liberal to them. After a protracted investigation it was decided by the Government of India in 1869, with the approval of the Home Government, that the Sonthi Sikhs' share of the revenues of the villages in dispute should be Rupees 24,500 per annum, and that the Rajah of Nabha had a right in respect of escheats, commutation for loss of service of horsemen, and a deduction

of one-eighth on account of confiscated and restored territory, amounting in all to Rupees 11,502 leaving the balance to be paid to the Sonthi Sikhs at Rupees 12,998 per annum. As an alternative the Sikhs were permitted, should they desire it, to receive villages producing a clear income of Rupees 8,000 per annum under certain specified conditions. They elected to take the assignment from land revenue of Rupees 12,998 per annum. Payment was made in full by the Rajah in 1872.

The Nabha territory has an area of 863 square miles, and a population of 300,000 souls, and an estimated revenue of Rupees 6,50,000. The Rajah does not furnish any contingent for general duty, the value thereof having been included in the portion of the territory of that State adjudged to be confiscated after the Sutlej campaign. He receives a salute of eleven guns. The military force consists of 12 field and 10 other guns, 50 artillerymen, 560 cavalry, 1,250 infantry. The Chief furnishes a contingent of 50 horsemen when required to do so.

*Kulsia*.—Sirdar Gurbuksh Sing, the founder of the family, came originally from Kulsia, a village in the Manjha. At the time of the extension of the British protection to the Cis-Sutlej States, a copy of the proclamation issued by Sir D. Ochterlony was not sent to Jodh Sing, then ruling Chief, as his disposition towards the British Government continued doubtful; and it was proposed that if the Chief continued indifferent to British protection, and determined to unite himself with Runjeet Sing, he should be declared an enemy and dispossessed of his territories. After two months, however, Sirdar Jodh Sing followed the example of others, and was assured of protection.

Sirdar Sobha Sing died on the 14th February 1858, and the British Government recognized his son, Lehna Sing, as his heir and successor. He received a Sunnud (No. XXXVIII.), conferring on him the right of adoption.

Sirdar Lehna Sing died on the 19th February 1869, and was succeeded by his son-in-law Bishen Sing, a minor, about fifteen years of age. The State was at first managed by a committee composed of a British official and two others selected from Jheend and Kulsia respectively, but was subsequently placed in charge of a Nazim subject to the control of the Commissioner of Umballa. The Chief has been entrusted tentatively with the administration. He is now twenty-one years of age.

This Chief receives a money payment of Rupees 2,851 per annum in perpetuity from the British Government, as compensation for the loss occasioned by the abolition of customs duties.

The revenue of the Kulsia State is estimated at Rupees 1,30,000 per annum. It has an area of 155 square miles, and a population of 62,000 souls. The military force consists of 50 cavalry, 260 infantry, 3 guns, and 8 artillerymen.

*Maleir Kotla*.—This family originally came from Cabul. It was originally a brotherhood dividing the estate among the several members in equal or unequal shares according as the power and influence of the several branches might be predominant at the time of succession.

The ancestors of the present Chief occupied positions of trust in the Sirhind province under the Mogul Emperors, and gradually became independent, as the Mogul dynasty sank into decay. The family is somewhat older than the Sikh families of Puttiala, Jheend, and Nabha, by which it is surrounded. The Chief of this State joined Lord Lake with his followers, and the protection of the British Government was extended to this principality at the same time as to the other States. Nawab Secunder Ali Khan succeeded his father Mahboob Ali Khan in 1858, and was assured by Sunnud (No. XXXIX.), that any succession to his State, which might be in conformity with Mahomedan law, would be respected.

Nawab Secunder Ali Khan died without male issue on the 16th July 1871, having selected as his heir Ibrahim Ali Khan the representative of one of the two extant branches of the family descended from a common ancestor, Jamal Ali Khan. The choice was confirmed by the British Government.

By family custom, in the case of a death without issue, the property was divided equally among the branches descended from Jamal Ali Khan, an extra share being allotted to the Chief. The near relations of the Nawab also exercised sovereign powers in their estates subject to a general subordination to the Nawab. These customs frequently gave rise to family dissensions and maladministration. On the succession therefore of the present Nawab, opportunity was taken to determine that the Chief's holding should be divided into two portions, the share which he received as Chief with all subsequent accretions to remain undivided or held by the Chief for the time being, the other portion to be divided according to family custom. It was further determined to limit the exercise of powers independent of the Chief to present possessors.

The State was placed under British management during the minority of Nawab Ibrahim Ali Khan; he attained the age of eighteen in October 1875,

when he was entrusted with the management of his affairs subject to the control of the Commissioner of Umballa until he attains the age of twenty-one.

The Chief receives a compensation from Government, amounting to Rupees 2,500 per annum, in perpetuity, on account of loss of revenue caused by the abolition of customs duties.

Area of Maleir Kotla, 165 square miles; population, 46,200 souls; estimated revenue of the portion belonging to the Nawab Rupees 2,80,000. The military force of the State amounts to 120 cavalry and 350 infantry, 5 field guns, and 11 artillerymen. This State furnishes a contingent of 25 horse-men for general service. The Chief receives a salute of nine guns.

*Fureedkot*.—The territory of the Fureedkot State consists of two portions, *viz.*, Fureedkot Proper and Kot-Kupoorah. It is situated to the south-west of the Ferozpur district, and borders to the south-east on Puttiala. The Chief of this State belongs to the Burar Jat tribe, one of whom, named Bhullun, in the time of the Emperor Akber, acquired great influence, and laid the foundation of the greatness of his house. His nephew built the fort of Kot-Kupoorah, and made himself an independent ruler. Early in the present century, the Kot-Kupoorah pergunnah was seized by the Lahore Dewan, Mokum Chund, and on the occasion of the Sikh war in 1846, it was confiscated by the British Government. But in reward for his attachment to the British cause, and for the aid he rendered to the British forces at Moodkee during the Sutlej campaign in 1845-46, the Fureedkot Chief was raised to the rank of Rajah, and the ancestral estate of Kot-Kupoorah was conferred on him in jaghire.

In lieu of customs abolished, the British Government agreed to pay to the Rajah the annual sum of Rupees 2,000, and at the same time, as there were many rent-free holdings in the Kot-Kupoorah estate which would lapse to the British Government, an arrangement was made by which each rent-free holding, as it lapsed, was made over to the Rajah, and a corresponding reduction was made in the amount of compensation for customs.

For Rajah Wuzeer Sing's services during the mutiny, he was exempted from service of 10 sowars which he used formerly to furnish, and certain honorary additions were made to his title. On the 21st April 1863 a Sunnud (No. XL.) was conferred upon the Rajah. The Sunnud is, in some respects, similar to those granted in 1860 to the Maharajah of Puttiala and the Rajahs



of Jheend and Nabha. But it differs from them in this most important respect, that it conferred no new rights or privileges on the Rajah but merely guaranteed and confirmed those which he then enjoyed. The right of adoption was conceded to him by Sunnud (No. XXXVIII.).

Rajah Wuzeer Sing died in April 1874, and was succeeded by his only son, Bikram Sing, now thirty-three years of age. Nuzzerana on successions is levied from this State. Fureedkot is under the political jurisdiction of the Commissioner of the Lahore division.

No contingents are furnished, and no tribute is paid to the British Government. The Rajah receives a salute of eleven guns; he keeps up a force of 200 cavalry, 600 infantry, and police with 3 field guns.

Fureedkot contains an area of 600 square miles; its population is about 68,000 souls; and its revenue probably amounts to Rupees 3,00,000 per annum.

*Mumdot*.—The Chief of Mumdot was not brought under British protection with the other Cis-Sutlej States in 1809, but remained a feudatory of the Lahore Durbar, to whom he furnished a contingent of one hundred horse. The Mumdot contingent fought on the side of the Sikh army during the Sutlej campaign, but towards the close of the war the Chief Jumal-ood-Deen Khan deserted to the side of the British and subsequently rendered good service, for which he received the title of Nawab, and his contingent was reduced to 50 horse in time of peace and 75 in war. No enquiry seems to have been made regarding the status of the Chief, nor were his relations to the British Government defined.

The Nawab so grievously misgoverned his State and misused his powers, that in 1856, after deliberate enquiry, the British Government declared his sovereign powers to be forfeited for ever, reduced the State to the position of a mere jaghire, and removed the Nawab to Lahore, where he continued to receive the surplus revenues of Mumdot after the expenses of its management by British officials were defrayed.

In 1863 the Nawab died, and the British Government considered itself bound to revive the fief in the person and family of his brother Jelal-ood-Deen Khan, who was recognized as Nawab of Mumdot, with powers carefully restricted by Sunnud (No. XLI.).

Jelal-ood-Deen Khan died in 1875 and the succession of his son Nizam-ood-Deen Khan, now fourteen years of age, was recognized by Government.

Mumdot is under the political supervision of the Commissioner of the Lahore division.

*Minor Cis-Sutlej Chiefs.*—When the minor Cis-Sutlej Chiefs were deprived of their sovereign powers, the police management of their estates was assumed by the British Government, all customs duties were abolished without compensation, except in the case of the Nawab of Koonjpoora and the Meer of Kotahar, and the Chiefs were reduced to the rank of ordinary jaghiredars. But, in consideration of these great changes, some privileges of person and property were extended to a limited number of the Chiefs for their lives. Cases in which the cause of action had arisen before the 8th June 1849 were declared not to be cognizable by the civil and revenue courts. For criminal offences committed previous to January 1847 the Chiefs were declared amenable only to the Commissioner as Political Agent. For any criminal offence committed since January 1847 the Chiefs were declared exempt from arrest for their lives, and their family houses from police interference, except in capital cases or heinous offences against person and property, for which they were to be responsible only to the Commissioner. For any civil claims presented to the civil or revenue courts, the Chiefs were declared to be exempt from personal arrest, and their dwellings from attachment. The landed estates of such Chiefs being liable to lapse to the British Government in default of male heirs were declared to be only subject to attachment for rents and profits under decree of court during the lifetime of incumbents. All estates shared between the disfranchised and the sovereign Chiefs were brought under the civil, revenue, and criminal jurisdiction of the British Government, but exchanges might be effected of such coparcenary tenures.

In 1857 all these Chiefs rendered services to the British Government, and as a reward Government has sanctioned a permanent reduction in twenty-three estates of Rupees 21,416 per annum in the amount payable in commutation for personal service.

More recently thirteen of the more influential Chiefs were appointed jaghiredar magistrates, with jurisdiction over their own estates, and in some instances over contiguous Government villages.

Succession to these estates is governed by the following rules:—

1st.—That no widow shall succeed.

2nd.—That no descendants in the female line shall inherit.

3rd.—That on failure of a direct male heir, a collateral male heir may succeed, if the common ancestor of the deceased and of the collateral claimant was in possession of the share at or since 1808-9.

*The following is a Statement of these jaghires, showing their annual revenue and the amount of tribute paid to the British Government. Some of them are held by individual Chiefs, others by clans in which the individual shares are sub-divided into very small fractions, and others by retainers and dependents of Chiefs whose families have become extinct.*

No.	Names.	Revenue.	Tribute.	No.	Names.	Revenue.	Tribute.
		Rs.	Rs.			Rs.	Rs.
1	Bagrian ...	3,457	216	41	Moostafabad ...	4,232	529
2	Baidwan { Sobana ...	6,886	451	42	Mulloudh ...	71,900	7,601
	{ Manick Majra ...	6,002	460	43	Munee Majra ...	39,198	2,438
3	Barewal ...	2,206	1,920	44	Pangallian ...	489	245
4	Beeja and Rupalon ...	1,125	206	45	Poona ...	1,509	576
5	Belaspore ...	18,592	2,224	46	Poorkalee ...	4,006	250
6	Bhirog ...	9,457	3,734	47	Puttee Boh ...	10,645	1,273
7	Bhoojoulee ...	1,400	175	48	Puttee Boobeal ...	15,002	1,915
8	Bhugwanpore and Pudheo ...	894	56	49	Puttee Kurwa ...	11,335	1,627
9	Bhuree ...	6,700	818	50	Puttee Pinjokeah ...	12,838	1,524
10	Bodalee ...	495	60	51	Raipore ...	2,634	296
11	Booras ...	1,322	165	52	Rajewal ...	347	68
12	Booreea ...	42,054	3,124	53	Ramgurb ...	14,879	934
13	Bundalean ...	12,996	3,589	54	Rookalee... ..	721	86
14	Burwahean ...	12,743	1,456	55	Rudoor ...	1,776	217
15	Cholean ...	22,120	2,629	56	Rungulpore ...	819	245
16	Choonee Machlee ...	11,873	743	57	Sadhoura ...	15,014	925
17	Chulloundee ...	1,198	142	58	Sazan ...	6,151	771
18	Dewa Khosa ...	550	69	59	Sealba ...	31,917	2,031
19	Dhunoura ...	6,931	462	60	Seega ...	1,300	106
20	Dyalgurb ...	2,118	493	61	Seekree ...	3,132	391
21	Goh and Mullickpore ...	5,729	669	62	Sekundra ...	2,977	359
22	Gundhara ...	2,356	281	63	Shahabad ..	40,581	4,930
23	Gungoon ...	650	223	64	Shamgurb ...	3,103	388
24	Gurangan ...	3,043	362	65	Shamsinghean ...	25,027	2,993
25	Gurhee Kotahar ...	8,243	1,038	66	Shahzadpore Shuheed	28,210	3,508
26	Hybutpoor ...	1,201	150	67	Shil ...	2,714	350
27	Ilaqua Majra ...	4,026	499	68	Shumspore ...	2,078	493
28	Jagadhree... ..	1,233	149	69	Sidhowal ...	16,558	948
29	Juboo Majra ...	9,623	1,143	70	Singpoorea ...	68,303	5,645
30	Juspalon ...	553	100	71	Soodhean... ..	3,505	701
31	Kheree ...	15,773	986	72	Soolhar ...	250	139
32	Khurar ...	10,047	1,251	73	Soothree ...	8,208	2,708
33	Koonjpoora ...	37,514	3,339	74	Subka ...	2,319	276
34	Kotha Dheen ...	1,800	225	75	Thol Tangore ...	19,631	2,362
35	Kotla Nehung ...	2,922	183	76	Todur Majra ...	2,323	277
36	Lalpoor ...	301	36	77	Udoha ...	2,120	802
37	Leydah ...	17,308	2,046	78	Umballa ...	14,698	1,847
38	Ludhran ...	22,275	2,785	79	Urnowlee ...	13,603	842
39	Lulton ...	4,350	768	80	Zaildars of Singpoorea	2,685	336
40	Mangut and Kunneh ..	3,040	960				

## No. XX.

TRANSLATION of an ITTILAH-NAMEH, addressed to the CHIEFS of the country of MALWA and SIRHIND, on this side of the River Sutlege, 3rd May 1809.

It is clearer than the sun, and better proved than the existence of yesterday, that the detachment of British Troops to this side of the Sutlege was entirely in acquiescence to the application and earnest entreaty of the Chiefs, and originated solely through friendly considerations in the British to preserve the Chiefs in their possessions and independence. A Treaty having been concluded on the 5th April 1809, between Mr. Metcalfe on the part of the British Government, and Maha Rajah Runjeet Sing, agreeably to the orders of the Right Honorable the Governor-General in Council, I have the pleasure of publishing, for the satisfaction of the Chiefs of the country of Malwa and Sirhind, the pleasure and resolutions of Government, contained in the seven following Articles :—

## ARTICLE 1.

The country of the Chiefs of Malwa and Sirhind having entered under the protection of the British Government, in future it shall be secured from the authority and control of Maha Rajah Runjeet Sing, conformably to the terms of the Treaty.

## ARTICLE 2.

The country of the Chiefs thus taken under protection shall be exempted from all pecuniary tribute to the British Government.

## ARTICLE 3.

The Chiefs shall remain in the exercise of the same rights and authority within their own possessions, which they enjoyed before they were taken under the British protection.

## ARTICLE 4.

Whenever a British Force, for purposes connected with the general welfare, shall be judged necessary to march through the country of the said Chiefs, every Chief shall, within his own possession, assist and furnish the British Force, to the full of his power, with supplies of grain and other necessities which may be demanded.

## ARTICLE 5.

Should an enemy approach from any quarter for the purpose of conquering this country, friendship and mutual interest require that the Chiefs join the British Army with their forces, and, exerting themselves in expelling the enemy, act under discipline and obedience.

## ARTICLE 6.

Any European articles brought by merchants from the eastern districts, for the use of the army, shall be allowed to pass by the thanadars and sirdars of the several districts belonging to the Chiefs, without molestation or the demand of duty.

## ARTICLE 7.

All horses purchased for the use of the Cavalry Regiments, whether in Sirhind or elsewhere, the bringers of which being furnished with sealed rahdarees from the Resident at Delhi, or Officer Commanding at Sirhind, the several Chiefs shall allow such horses to pass without molestation, or the demand of duty.

## No. XXI.

PROCLAMATION addressed to the SIKH SIRDARS, &c., 22nd August 1811.

On the 3rd of May 1809, an Ittala-nameh, comprised of seven Articles, was issued by the orders of the British Government, purporting that the country of the Sirdars of Sirhind and Malwa, having come under their protection, Rajah Runjeet Sing, agreeably to Treaty, had no concern with the possessions of the above Sirdars; that the British Government had no intention of claiming pesheush or nuzzuranah, and that they should continue in the full control and enjoyment of their respective possessions. The publication of the above Ittala-nameh was intended to afford every confidence to the Sirdars, that they had no intention of control, and that those having possession should remain in full and quiet enjoyment thereof.

Whereas several zemindars and other subjects of the Chiefs of this country have preferred complaints to the Officers of the British Government, who, having in view the tenor of the above Ittala-nameh, have not attended, and will not in future pay attention to them; for instance, on the 15th June 1811, Dellawer Ali Khan, of Samana, complained to the Resident of Delhi against the Officers of Rajah Saheb Sing, for jewels and other property said to have been seized by them, who, in reply observed, "that the cusba of Samana, being in the omaltery of Rajah Saheb Sing, this complaint should be made to him;" and also on the 12th July 1811, Dussownda Sing and Goormook Sing complained to Colonel Ochterlony, Agent to the Governor-General, against Sirdar Churrut Sing, for their shares of property, &c.; and in reply, it was written on the back of the urzee, that "since during the period of three years no claim was preferred against Churrut Sing by any of his brothers, nor even the name of any co-partner mentioned, and since it was advertised in the Ittala-nameh, delivered to the Sirdars, that every Chief should remain in the quiet and full possession of his domains, their petition could not be attended to." The insertion of these answers to complaints is intended as examples, and also, that it may be impressed on the minds of every zemindar and other subjects, that the attainment of justice is to be expected from their respective Chiefs only, that they may not, in the smallest degree, swerve from the observance of subordination. It is therefore highly incumbent upon the Rajahs and other Sirdars on this side of the River Sutlege, that they explain this to their respective subjects and court their confidence; that it may be clear to them that complaints to the Officers of the British Government will be of no avail, and that they consider their respective Sirdars as the source of justice, and that of their free will and accord they observe uniform obedience.

And whereas, according to the first proclamation, it is not the intention of the British Government to interfere in the possessions of the Sirdars of this country, it is nevertheless, for the purpose of ameliorating the condition of the community, particularly necessary to give general information, that several Sirdars have, since the last incursion of Rajah Runjeet Sing, wrested the estates of others, and deprived them of their lawful possession, and that in the restoration they have used delays until detachments from the British Army have enforced restitution, as in the case of the Ranee of Jeera, the Sikhs of Cholian, the talooks of Karowley and Chehloundy, and village of Cheeba; and the reason of such delays and evasions can only be attributed to the temporary enjoyment of the revenues, and subjecting the owners to irremediable losses. It is therefore, by order of the British Government, hereby proclaimed, that if any of the Sirdars or others have forcibly taken possession of the estates of others, or otherwise injured the lawful owners, it is necessary that, before the occurrence of any complaint, the proprietor should be satisfied, and by no means to defer the restoration of the property; in which, however, should delays be made, and the interference of the British authority become requisite, the revenues of the estate, from the date of the ejection of the lawful proprietor, together with whatever other losses the inhabitants of that place may sustain from the march of troops, shall, without scruple, be demanded from the offending party; and for disobedience of the present orders, a penalty, according to the circumstances of the case and of the offender, shall be levied, agreeably to the decision of the British Government.

(Sd.) D. OCHTERLONY,  
Agent to Governor-General.

*Loodiana, 22nd August 1811.*

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## No. XXII.

SUNNUD to RAJAH KURRUM SING of PUTTEALA for PERGUNNAHS MAHEELKE, &c., under the Seal and Signature of HIS EXCELLENCY the GOVERNOR-GENERAL in COUNCIL.

Whereas all the hill country has come into the possession of the British Government, and whereas Rajah Kurrum Sing was forward to afford the co-operation of his troops during the late contest, therefore the present Sunnud is granted, conferring on the said Rajah Kurrum Sing and on his heirs for ever, the Pergunnahs of Maheelke, Kuljoun, Buntheera, Koosalla, Chubrote, Kehmullee, Baddayheer, Sangur, Toorasutgowah, Jaubul, and Pallakotee, together with the sacer duties of the same, and all the rights and appurtenances belonging to them in exchange for a nuzzuranah of the sum of one lakh and fifty thousand Rupees; and the said sum having been paid into the Company's Treasury by kists, as agreed upon, nothing further shall ever be demanded on this account. The British Government will always protect and support the said Rajah and his heirs in the possession of this territory. The Rajah, considering this Sunnud a legal and valid instrument, will

immediately take possession of the aforesaid lands, but he must not encroach on any lands beyond the acknowledged limits of the pergunnahs enumerated. In case of war, the Rajah must, on the requisition of the British authorities, furnish armed men and Begarees to join the detachment of British Troops, which may be stationed for the protection of the hill country. He will omit no exertion to do justice, and to promote the welfare and happiness of the ryots; while they, on their part, considering the said Rajah as their true and rightful lord, must obey him accordingly, and pay their revenue punctually, and be always zealous to promote the cultivation of their lands, and to testify their loyalty and obedience.

20th October 1815.

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No. XXIII.

SUNNOD to RAJAH KURRUM SING of PUTTEALA for the THAKOORACE of BUGHAUT and JUGGUTGURH, under the Seal and Signature of HIS EXCELLENCY the GOVERNOR-GENERAL in COUNCIL.

Whereas all the hill country has come into the possession of the British Government, and whereas Rajah Kurrum Sing was forward in affording the co-operation of his troops during the late contest; Wherefore by order of the Right Honorable the Governor-General the present Sunnod is granted to the said Rajah, conferring on him and on his heirs for ever: *1st.*—The Pergunnah of Bughaut and the City of Taksal with the first Fort at Sookchinceepoor; and the second Fort at the end of the Bazar of Taksal, and the Fort of Tharoogurh; and Pergunnah Parleek-har with the Fort of Ajeergurh, and Pergunnah Keeatcen with the Fort of Rajgurh, and Pergunnah Lucherang and Pergunnah Berowlee, and together with these Pergunnahs and the five Forts specified, saeer collections amounting to one thousand eight hundred Rupees, the whole forming a portion of the Thakoorace of Bughaut; also, *2ndly.*—The Fort of Juggutgurh with the Pergunnah of Juggutgurh and its dependencies, forming a portion of Sirmore, together with all the rights and appurtenances belonging thereto, in exchange for the sum of Rupees 1,30,000, and the said sum having been paid at the Company's treasury, no further demand will ever be made on the Rajah on this account. The British Government will always protect and support the said Rajah in possession of the said lands, and the Rajah taking possession of the aforesaid lands shall not encroach on the possession of another. In case of war, the troops stationed by the Rajah for the protection of the said lands shall be sent to join the British Forces. The Rajah will promote the welfare of his ryots, and the ryots on their part, &c. (*As in preceding Sunnod.*)

20th October 1815.

## No. XXIV.

SUNNUD to the MAHARAJAH of PUTTEALA, dated 22nd September 1847.

The Right Honorable the Governor-General having resolved to bestow certain lands on the Rajah of Putteala as a mark of consideration for his attachment and services to the British during the late war with the Lahore State, and the Rajah of Putteala having requested that he may at the same time receive a renewed assurance of protection and guarantee of his rights in his former possessions, the Governor-General is pleased to confer this assurance in the form of a Sunnud or Grant as follows, in order that the Maharajah and his successors after him may, with perfect confidence, continue to exercise the same rights and authority in his possessions as heretofore.

The Maharajah's ancient hereditary estates, according to annexed schedule, shall continue for ever in the possession of himself and his successors, with all Government rights thereto belonging of Police jurisdiction and collection of revenue as heretofore. The Maharajah's chaharumains, feudatories, adherents and dependents will continue bound in their adherence and obligations to the Rajah as heretofore. His Highness will exert himself to do justice and to promote the welfare and happiness of his subjects, while they, on their part, considering the Rajah as their true and rightful lord, must obey him and his successors accordingly, and pay the revenue punctually, and be always zealous to promote the cultivation of their lands, and to testify their loyalty and obedience. The Maharajah has relinquished for himself and his successors for ever all right to levy excise and transit duties which have been abolished throughout the Putteala territory. His Highness also binds himself and his successors to the suppression of suttee, infanticide, and slave-dealing within his territories. If, unknown to the Maharajah's authorities, any persons should be guilty of these acts, the Maharajah's authorities will on conviction punish them with such severity as to deter others. The British Government will never demand from the Maharajah and his successors and their dependents above-named anything in the way of tribute or revenue or commutation in lieu of troops, or otherwise, for the reason that His Highness will ever continue as heretofore sincerely devoted to the service and interests of the British. The British authorities will not entertain complaints of the Maharajah's subjects or dependents, or interfere with the Maharajah's authority. Should an enemy approach from any quarter to this side the Beas or Sutlej for the purpose of conquering this country, the Rajah will join the British Army with his forces and exert himself in expelling the enemy, and act under discipline and obedience, and in time of war place the resources of his country at the disposal of the British Government. His Highness engages to have made and to keep in repairs, through his own officers, the military roads through his territory, for the passage of British troops from Umballa and other Stations to Ferozepore, of a width and elevation to be determined on by the Engineer Officer charged with the duty of laying down the roads. His Highness will also appoint encamping grounds for British troops at the different stages which shall be marked off, so that there be no claims made hereafter on account of damaged crops.



## No. XXV.

TRANSLATION of the SUNNUD given to His HIGHNESS the MAHARAJAH of PUTTIALA by  
His EXCELLENCY the VICEROY and GOVERNOR-GENERAL.

*Simla, 5th May 1860.*

Since the establishment of British authority in India, His Highness the present Maharajah of Puttiala and his predecessors have always been steady in their allegiance. They have frequently received rewards for their fidelity in the accession of fresh honors, dignity, and territory. More recently His Highness the present Ruler of Puttiala has surpassed the former achievements of his race by the constancy and courage he evinced during the mutiny of 1857-58. In memory of this unswerving and conspicuous loyalty, His Excellency the Viceroy and Governor-General in India has conferred additional honors and territory upon the Maharajah for himself and his heirs for ever, and has graciously acceded to His Highness' desire to receive a Sunnud or grant under the hand and seal of the Viceroy, guaranteeing to the Maharajah the free and unreserved possession of his ancient territories, as well as of those tracts bestowed on His Highness and his predecessors at various times by the British Government. It is accordingly ordained as follows:—

*Clause I.* His Highness the Maharajah and his heirs for ever will exercise full sovereignty over his ancestral and acquired domains according to the annexed list. All the rights, privileges, and prerogatives which His Highness enjoys in his hereditary territories, he will equally enjoy in his acquired territories. All feudatories and dependents of every degree will be bound to render obedience to him throughout his dominions.

*Clause II.* Except as provided in Clause III., the British Government will never demand from His Highness or any of his successors, or from any of his feudatories, relations, or dependents, any tribute on account of revenue, service, or on any other plea.

*Clause III.* The British Government cordially desires to see the noble house of Puttiala perpetuated, and in this spirit confers upon His Highness and his heirs for ever, whenever male issue may fail, the right of adopting a successor from among the descendants of the Phoolkeean family. If, however, at any time any Maharajah of Puttiala should die without male issue, and without adopting a successor, it will still be open to the Rajahs of Nabha and Jheend, in concert with the Commissioner or Political Agent of the British Government, to select a successor from among the Phoolkeean family, but in that case a nuzzuranah or fine equal to one-third of the gross annual revenue of the Puttiala State shall be paid to the British Government.

*Clause IV.* In 1847 the British Government empowered the Maharajah to inflict capital punishment after reference to the Commissioner. It now removes the restriction imposed by this reference, and invests His Highness with absolute power of life and death over his own subjects. With regard to British subjects committing crime and apprehended in his territory, the Maharajah will be guided by the rules contained in the Despatch of the Honorable Court of Directors to the Madras Government, No. 3, dated 1st June 1836.

The Maharajah will exert himself to execute justice and to promote the happiness and welfare of his people. He engages to prohibit suttee, slavery, and female infanticide throughout his territories, and to punish with the utmost rigor those who are found guilty of any of these crimes.

*Clause V.* The Maharajah will never fail in his loyalty and devotion to the Sovereign of Great Britain.

*Clause VI.* If any force hostile to the British Government should appear in this neighbourhood, the Maharajah will co-operate with the British Government and oppose the enemy. He will exert himself to the utmost of his resources in providing carriage and supplies for the British Troops, according to requisitions he may receive.

*Clause VII.* The British Government will not receive any complaints from any of the subjects of the Maharajah, whether maafeedars, jaghiredars, relatives, dependents, servants, or other classes.

*Clause VIII.* The British Government will respect the household and family arrangements of the Maharajah, and abstain from any interference therein.

*Clause IX.* His Highness the Maharajah will as heretofore furnish at current rates, through the agency of his own officers, the necessary materials required for the construction of rail-roads, railway stations, and imperial roads and bridges. He will also freely give the land required for the construction of rail-roads and imperial lines of road.

*Clause X.* The Maharajah and his successors, &c., will always pursue the same course of fidelity and devotion to the British Government, and the Government will always be ready to uphold the honor and dignity of the Maharajah and his house.

#### SCHEDULE of TERRITORIES belonging to the MAHARAJAH of PUTTIALA.

##### *Ancestral.*

Pergunnah Puttiala Khâs, and Sunour.	Talooqua Bhawâncegurh oorf Doda.
Talooqua Murdânpoor.	" Boha.
" Ghunour.	" Sardoolgurh oorf Dodhal.
" Rânce Muzra.	" Akâlgurh or Moonuk.
" Umergurh.	" Kurm-gurh or Kulbânoon Dirha.
" Chinarthul.	" Bângurh or Nurwânah.
" Sonam.	" Pinjore.
" Rajpoora.	" Govindgurh or Buttindah.
" Anahudgurh or Burnâla.	" Ramgurh or Ghooram.
" Sherepoor.	" Sahibgurh or Pâel.
" Bheekes.	" Futtehgurh or Sirhind.
" Bunnoor.	" Alamgurh or Nundpoor Kullour.

##### *Acquired Territories.*

Talooqua Umralah.	Pergunnah Busayo Moolk Hydur.
The Hill District of Bughât.	" Fullah Jhoonere.
The Hill District of Keonthul.	" Muhla.
Talooqua Chumkoeân.	" Narnoul.

*List of Feudatories.*

Sikhs of Lunda.		Sikhs of Buddlee Bhāee.	
„ Loharee.		„ Beer Singh.	
„ Bhet Koot.		„ Rampoor.	
„ Goonur Chukeea.		„ Kote Doona.	
„ Rāra.		Jaghiredars of Bhuddour.	
„ Kotila.		„ Jewndān.	
„ Bullāra Bullāree.			
Jaghiredars of Khumanoon	...	{	At present under the jurisdiction, for life, of the Maharajah of Puttiala, but paying Commutation Tax in lieu of service to British Government.
„ Tullakour	...		
„ Dhuncoree	...		
„ Lukhnour	...		
Bhaee Roopa	...		Shared with Nabha and Jheend.

## No. XXVI.

TRANSLATION of a SUNNOD or GRANT of portions of the Pergunnah of Kunoudh and Boodwana, District Jhujjur, and of Elāquah Khumanoon, District Umballa bestowed upon HIS HIGHNESS the MAHARAJAH OF PUTTIALA by HIS EXCELLENCY EARL CANNING, G.C.B., VICEROY and GOVERNOR-GENERAL of INDIA.

Whereas the devotion and loyalty of HIS HIGHNESS the Maharajah of Puttiala and of his ancestors have always been conspicuous since the establishment of British supremacy in India, HIS Excellency the Viceroy and Governor-General, being desirous of marking his high appreciation of those qualities, has been pleased to bestow upon the Maharajah portions of Pergunnahs Kunnoudh and Boodwanah, of the District of Jhujjur, containing one hundred and ten villages (110), according to vernacular list annexed, assessed at a yearly revenue of ninety-six thousand nine hundred and forty Rupees (96,940), and to accept from HIS HIGHNESS a “nuzzuranah” of nineteen lakhs thirty-eight thousand and eight hundred Rupees (19,38,800). Further, HIS Excellency has been pleased in like manner to bestow upon the Maharajah the Elaquah of Khamanoon, District Umballa, with the service commutation tax and the right to escheats, and to accept from HIS HIGHNESS a nuzzuranah of one lakh seventy-six thousand three hundred and sixty (1,76,360) Rupees.

It is accordingly ordained as follows :—

## ARTICLE 1.

The territories above-mentioned are conferred upon HIS HIGHNESS the Maharajah of Puttiala and his heirs for ever.

## ARTICLE 2.

The Maharajah and his successors will exercise the same rights, privileges, and prerogatives in these newly acquired territories as HIS HIGHNESS at present enjoys in his ancestral possessions, according to the terms of the

Sunnud, dated 5th May 1860, and signed by His Excellency Earl Canning, Viceroy and Governor-General of India.

ARTICLE 3.

The Maharajah and his successors will continue to maintain the same loyal relations with the British Government, and to fulfil the same obligations with regard to these newly acquired territories, as were imposed upon His Highness by the terms of the Sunnud, dated 5th May 1860, relating to His Highness' ancestral possessions.

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No. XXVII.

TO FURZUND KHAS DOWLUT-I-ENGLISHIA MUNROOR ZUMAN AMEER-OO-UMRA MAHARAJAH DHERRAJ RAJESSUR SREE MAHARAJAH RAJEGAN NARENDER SING MAHENDER BAHADOOR, of PUTTIALA, KNIGHT of the MOST EXALTED ORDER of the STAR of INDIA.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, repeat to you the assurance which I communicated to you in the Sunnud under my signature, dated 5th May 1860, that on failure of natural heirs, the adoption by yourself and the future Rulers of your State of a successor, from the ancient Phoolkian House, of which your family forms a part, will be recognized and confirmed; and that if at any time any Maharajah of Puttiala should die without male issue, and without adopting a successor, it will still be open to the Rajahs of Jheend and Nabha, in concert with the Commissioner or Political Agent of the British Government, to select a successor from among the Phoolkian family; but in that case a nuzzuranah or fine equal to one-third of the gross annual revenue of the Puttiala State shall be paid to the British Government.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown, and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

*Dated 5th March 1862.*

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No. XXVIII.

AGREEMENT between the BRITISH GOVERNMENT and the PUTTIALA STATE for the construction, maintenance, and working of a line of telegraph from Umballa to Puttiala.

Whereas His Highness Maharaja Rajegan Mohendro Sing Mohender Bahadoor, G.C.S.I., &c., of Puttiala, is desirous of constructing a line of

telegraph from Umballa to Puttiala to be worked in connection with the British lines of telegraph, the following terms are agreed upon by Lieutenant-Colonel Robert Murray, Officiating Director-General of Telegraphs, on the part of the British Government, duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by Khalifa Syud Mahomed Hoossein, Meer Moonshee, on the part of the Puttiala State, duly empowered by His Highness the Maharaja of Puttiala on that behalf.

1. The British Government agree to construct for the Puttiala State a line of telegraph consisting of one wire, on the standards to be erected between Umballa and Lahore, from Umballa to Rajpore, and a one-wire line from Rajpore to Puttiala, at a cost of Rupees (15,526) fifteen thousand five hundred and twenty-six, more or less; and His Highness the Maharaja of Puttiala agrees to pay the actual cost incurred in the construction of the line, on its being officially reported to His Highness that the Telegraph Office at Puttiala has been established and opened; and His Highness the Maharaja of Puttiala also agrees to defray all expenses and cost on account of the salaries of the signallers, and of the necessary menial servants attached to the Office and peons for the delivery of messages, and to provide free of charge or rent and to keep in good and habitable repair a suitable house or building, to be approved of by the Director-General of Telegraphs in India, if necessary, for the accommodation of the Telegraph Office to be established and maintained at Puttiala, and of the *employés* and others considered necessary for the efficient working of it.

2. With the consent of the Lieutenant-Governor of the Punjab, extra wires may at any time be added by the Telegraph Department for the Puttiala State, on terms, and conditions to be agreed upon at the time between the Puttiala State and the Government of India.

3. This line shall be called the Puttiala Telegraph line, and the materials shall be the property of the Puttiala State. But if from any special reason the Puttiala State should at any time deem it proper to abolish the line, it will be necessary for that State to give notice to the Punjab Government six months beforehand for dismantling the line.

4. His Highness the Maharaja agrees to pay annually such sums as may be required to keep the line in good repair, together with the sum of Rupees (900) nine hundred only to cover the cost of supervision.

5. The Telegraph Office at Puttiala shall remain upon night and day for the receipt and despatch of messages, or during such hours as from time to time may be arranged by the Durbar in communication with the Lieutenant-Governor of the Punjab.

6. The entire proceeds from the line between Umballa and Puttiala shall belong to the Puttiala Telegraph line. The charges on messages delivered at Puttiala for transmission along any British line and the charge levied at any British Telegraph Station for delivery at Puttiala shall include the charge for both lines, and the account between the British Government and the

Puttiala State for such messages shall be adjusted quarterly, *viz.*, on 31st March, 30th June, 30th September, and 31st December of each year.

7. For the first year, the whole of the receipts for telegrams sent from the Puttiala Office shall appertain to His Highness the Maharaja of Puttiala, and the receipts for all messages sent to Puttiala shall appertain to the British Government; subsequent thereto the Government of India reserves to itself the right at any time, on giving three months' notice on intention thereof, to change the system from that in force during the first year, and to divide the revenues derived from messages sent to and from Puttiala between His Highness and the British Government in proportion to the average distance over which the messages are transmitted.

8. The Telegraph Master, the Signallers, and all officials employed in the Puttiala Telegraph Office shall be officers of the British Telegraph staff; but they shall be natives and not Europeans or Eurasians; and His Highness the Maharaja agrees to pay them regularly month by month such pay as they may be entitled to from their position in the British service.

9. His Highness the Maharaja agrees to apply to the Puttiala Telegraph Line the provisions of the British Telegraph Act No. VIII. of 1860, and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to Telegraphs.

10. His Highness the Maharaja agrees to apply to the Puttiala Telegraph Line any rules or regulations that are now or may hereafter be made applicable to lines of Telegraph in British India. The British Government will undertake to furnish the Puttiala State with accurate translations of such Acts, rules and regulations.

11. His Highness the Maharaja agrees that the Puttiala Telegraph Line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

12. The British Government agrees that, whenever the Maharaja shall find occasion to be dissatisfied with any of the officials employed in the Puttiala Telegraph Office and may wish to remove them from office, such officials shall, on His Highness the Maharaja's application, be at once removed and other officers shall be sent to fill their place as soon afterwards as practicable.

13. Jurisdiction in regard to offences against the Telegraph Act, committed in Puttiala territory by native subjects of the British Government or by subjects of the Maharaja, will be regulated by clause IV. of the Sunnud dated 5th May 1860, granted to His Highness the Maharaja by the British Government. European British subjects accused of such offences shall be tried in British Courts.

14. The British Government shall furnish, for the information of the Puttiala State, a half-yearly or yearly report embodying all the proceedings of the Puttiala Office showing the total receipts and disbursements, the total number of messages in a classified form, and other necessary facts.

15. In most urgent cases the Puttiala State will, during the pleasure of the British Government, have the power of ordering the line to be cleared.

Signed and sealed at Simla, .

On the fourteenth day of August 1872.

Seal.

Signature of the Meer Moon-  
shee of the Puttiala State.

(Sd.) R. MURRAY, *Lieut.-Col.*

Seal.

(Sd.) NORTHBROOK.

Ratified by His Excellency the Viceroy and Governor-General of India at Simla on the 27th day of August 1872.

(Sd.) C. U. AITCHISON,

*Secy. to the Govt. of India, Foreign Dept.*

### No. XXIX.

**TERMS of AGREEMENT** between the **BRITISH GOVERNMENT** and the **STATES of PUTTIALA, JHEEND, and NABHA** regarding the Sirhind Canal, executed at Umballa, on the one part, on behalf of the British Government, by **MR. GORE OUSELY, COMMISSIONER, UMBALLA DIVISION**, duly empowered by **HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL of INDIA in COUNCIL**; and on the other part, on behalf of the Puttiala State, by **KHALIFA SYUD MAHOMED HOSSEIN, MEER MOONSHEE**, duly empowered by **HIS HIGHNESS the MAHARAJA of PUTTIALA**; and on behalf of the Jheend State, by **SIRDAR TUMUND SING and LALLA MOHUR SING**, duly empowered by **HIS HIGHNESS the RAJA of JHEEND**; and on behalf of the NABHA STATE, by **MEER MOONSHEE RAMDYAL and SIRDAR BISHEN SING, Adawluttee**, duly empowered by **HIS HIGHNESS the RAJA of NABHA**.

1. The project to be drawn out under the exclusive control of the British Government on the general basis of taking the water in the most economical manner to those districts east of the Sutlej to whom it can in an engineering point of view most advantageously be carried.

2. The original designs for the Canal works will be drawn out under the sole direction of the British Government, every possible attention being given to the wishes of the Governments of the other States concerned as to the precise direction and position of the Canals, &c., consistently with sound engineering principles.

3. On the final settlement of the project the share of the water-supply to be allotted to the Branch Canals shall be determined on the general basis

of giving a fairly equal proportion to all the districts traversed by the entire system of canals, having regard to the lands that will actually be capable of receiving irrigation from them.

4. In the subsequent parts of this Agreement the Ubohur and Bhuttinda branch canals will be referred to as the British branches, and the Kutlah, the Central, and the Choa Branches will, for the sake of brevity, be alluded to as the Puttiala branches, as they chiefly pass through the territory of the Puttiala State.

5. Water shall be distributed, if required and so far as practicable, from the British branch canals rateably to all villages along their courses whose lands can be advantageously irrigated therefrom, whether those villages are under British jurisdiction, or that of any other State.

6. Similarly on the Puttiala branches the distribution shall be made rateably to all villages, whether belonging to the Puttiala or any other State.

7. The land required for the canals and works in connection with them shall be made over by the Government of each State traversed according to its own usage, all payments of compensation being made by the British Government in accordance with the regulations in force in the several States, and the amount being dealt with as a part of the general expenditure on the canal works.

8. Compensation will be paid for any building or house injured by the works.

9. The entire cost of the main canal, inclusive of original surveys and the preparation of the project, shall be borne by the British Government and Native States concerned in proportion to the water-supply allotted to each; but the whole cost of the Puttiala branches shall be borne entirely by the States concerned in similar proportion.

*N.B.*—Puttiala paid the expense of the preliminary surveys and project incurred in 1862. This will be added to the general cost of the whole project and be shared by all the parties concerned.

10. Each State will defray the entire expenditure on its own rajbuhās, which will be designed (unless otherwise mutually agreed upon) as far as possible so as to provide separately for the lands of the several States, and will be specially assigned to the States by the British Government which will determine all doubtful points relating to this assignment.

11. The States interested in the Puttiala branches concerned shall supply annually, to meet the cost of construction while the works are in progress, a proportion of the estimated annual outlay on the main canal equal to the share of the entire water-supply allotted to those branches, as well as the whole of the funds required for those branches in shares proportioned to the quantity of water allotted to each.

12. On the completion of the works an account will be drawn out by the British Government of the actual expenditure on those portions of the project of which the cost is to be defrayed proportionally by the several



Governments, and a final Statement will be prepared of the exact sum due from the several States concerned, when each State will pay or receive back any difference between its actual payments year by year and its ultimate share of the cost.

13. The above account of total cost will include the charges for the original surveys and proper charges for establishments, &c., whether incurred by the British or any of the other Governments concerned; and credit will be given to every State for payments made by it directly.

14. Copies of such parts of the British accounts of the expenditure on construction will be furnished periodically to the Governments of the several States concerned, so far as may be desired by them.

15. The several States concerned shall pay to the British Government an annual sum as seigniorage on the Sutlej water supplied to the *Puttiala* branches in shares proportioned to the quantity of water allotted to each.

16. The seigniorage to be paid by the States interested in the *Puttiala* branches in consideration of the water supplied to them by the British Government will be at a rate not exceeding four annas per acre.

17. The sum to be paid annually will be calculated on the area actually irrigated during the year by the British branches of the canal, and in proportion to the relative volumes of water passing at the time down the British and *Puttiala* branches respectively, that is to say, if, with 2,000 cubic feet per second passing down the British branches, 200,000 acres have been irrigated, and 1,000 cubic feet per second have been at the same time discharged in the *Puttiala* branches, the seigniorage to be paid would be 100,000 acres at four annas, equal to Rupees 25,000.

*N.B.*—The area irrigated will be the actual area, *i.e.*, an acre of double crop land will not be reckoned as two acres.

18. No seigniorage will be demanded so long as the British canals yield no profit, and as long as the profits from the British branches shall be so small as would render the seigniorage rate of four annas per acre unduly high, such seigniorage shall be proportionately reduced to one, two, or three annas per acre at the discretion of the British Government.

The British Accounts Department will determine when the canals yield profit.

19. The first payment of seigniorage will be demanded on the eleventh year after the admission of water into the *Puttiala* branches.

20. In cases of any falling off in the annual supply of water entering the main canal channel, the British Government and the other States will share the actual supply according to the original proportion fixed, and the other States shall have no claim for compensation from the British Government on account of any such reduction of the supply.

21. The gauge registers at the regulating head of the British and *Puttiala* branches shall be held to give authoritative data for calculating the quantity of water supplied.

22. No State will have any claim against the British Government on account of water escaping unused from the branches, because it is not required or used in their territories. Should the British Government realize any income from the surplus (unused) water of the *Puttiala* branches, the States concerned shall be entitled to claim a remission of seigniorage in proportion to the income so derived.

23. The several States shall pay the same share of the annual charges for maintenance of the main canal as they pay of the first cost of that portion of the works.

24. The original construction of the *Puttiala* branches, with their collateral works, including *rajbuhas*, shall be carried out exclusively by the British Government under its own officers, as in the case of the main canal and the British branches.

25. Subsequent to the admission of water, the management of the main channels of the *Puttiala* branches and their connected works shall rest entirely in the hands of the British Government, but all expenses of maintenance of these channels shall be defrayed by the several States in shares proportioned to the quantities of water allotted to each.

26. The management and distribution of water from *rajbuhas* and all other arrangements connected therewith shall be under the control of, and the whole of the cost of maintenance and management of the *rajbuhas* shall be defrayed by the States to which they respectively belong.

27. The details of superintendence, powers of local officers, and other matters connected with the management, shall be settled by the Punjab Government with the States concerned, subject to the confirmation of the Supreme Government.

28. Offenders against Canal Regulations in villages irrigated from the *Puttiala* or British branches, or bordering on *Puttiala* or British branches shall be made over by the Canal Officers for infliction of penalties to the officers of the Government in whose territory those villages are situated, a right of reference to the Punjab Government being allowed in case of any dispute or difference of opinion.

29. Each State shall be bound to give a right of passage through its lands for any water channel, large or small, when required by any other of the States concerned, the only compensation claimable from the State to which such water-course belongs being the value of the land occupied and the property thereon. The supervision of *rajbuhas* and other minor channels thus made shall remain with the Government to which they belong, as in the case of other similar works within its own territories.

30. In case of dispute between any two States as to the amount of compensation to be paid on account of land taken up, or any other matter under this agreement, the amount of compensation or dispute shall be determined by an officer appointed by the British Government.

31. The tolls levied on boats, rafts, &c., navigating the canals shall be the same on all the channels, whether those channels belong to the British or any other State.

32. No transit duties on goods passing along the canals shall be levied by any of the Governments concerned. This will not prevent the levy of customary duties on goods or merchandize *landed* from boats, &c., plying on the canals for consumption in towns, &c.

33. The amount of toll levied on through traffic shall be shared between the British Government and the States concerned, in proportion to the distance traversed on the channels belonging respectively to each.

34. A share of the navigation tolls on the main canal shall be allotted to the States concerned in the Puttiala branches, in proportion to their share of the entire water-supply.

35. In all other cases the tolls shall belong to the State in exclusive possession of the channels traversed.

36. The navigation tolls to be credited to the States concerned in the Puttiala branches thus consist of three portions :—

1st.—Share of tolls on the main canal.

2nd.—Share of “through” traffic tolls between the British and Puttiala branches.

3rd.—All tolls on boats, &c., navigating the Puttiala branches exclusively. The amount will be shared by the States concerned in proportion to the shares of the first cost of the channels defrayed by each respectively.

37. A share of the value of miscellaneous produce such as wood, grass, &c., on the main canal shall be credited to the Puttiala branches in proportion to the share of the water-supply allotted to them.

38. The above share of produce on the main canal with the whole of the value of similar produce on the Puttiala branches (not including rajbuhas) will be shared by the States concerned, in proportion to their shares in the first cost.

39. Each State will supply annually, as required, the whole of the funds for maintenance of the work, &c., appertaining to its own territory, as well as a share of the estimated cost of maintenance of the branches, *plus* the portion of the maintenance expenses of the main canal referred to in paragraph 23 : these last in shares proportioned to their shares in the first cost.

40. The British Government reserves to itself the right of extending or altering the canal at any future time in any way it pleases, on the understanding that the share of the water first assigned to the Puttiala branches, and the other rights of the States concerned under this agreement shall not be interfered with or diminished without their consent being first obtained. And the expenses of such extension or alteration will be distributed in proportion to the advantages expected to accrue from such action to any of the parties concerned under this Agreement.

41. So long as the original construction of the Puttiala branches shall be in progress, it shall be the duty of the officers in charge to pay due attention to any representations of the Chiefs of the States concerned or their officers, and to carry out their wishes as far as may be practicable or advisable.

42. In consideration of the advantages given by the canal from the Sutlej, the *Puttiala* State will allow the British Government, if it desires to do so, to take a small water-course from the Guggur to supply the Cantonment and town of Umballa, the water-course to carry about 20 cubic feet per second. A proportion of the charge for seigniorage on the Sutlej water shall be remitted to compensate for the grant of the Guggur water if this water-course be made; no other claim to lie against the British Government in connection with the construction of the water-course.

43. In case of any difference of opinion arising between any officers of the States concerned and the British Canal Officers on any matter relating to the management of the canal, it shall be referred to the Lieutenant-Governor of the Punjab, whose decision shall be final. If any difference of opinion shall arise between any of the States concerned and the Lieutenant-Governor of the Punjab, as to the construction of this Agreement, a reference may be made to the Governor-General in Council, whose decision shall be final.

44. It shall at any time be competent for the British Government to resume the entire management of the canal works or irrigation in the territories of any of the States concerned, if it shall consider that that State has not properly fulfilled the obligations which attach to the discharge of the duties which will devolve on it under the arrangement detailed above.

45. These obligations may be summed up as follows:—

1st.—Complete regularity in the payment of the salaries of all persons employed on the canals and in the provision of the funds necessary for carrying out the works which will be needed for the proper maintenance of the canals.

If from any want of proper attention on the part of any of the States concerned the British Government is at any time forced to advance money for the due performance of works or payments of salaries, &c., which will properly fall on that State under these arrangements, then the British Government must be understood to have the right to take complete charge of the whole administration of the canal, channels, and irrigation pertaining to that State, and to retain them under its own officers until the evil complained of be corrected and matters be placed on a sound footing. But in such case, out of the income from the canal after deducting expenses, any surplus which may accrue shall be made over to that State concerned in whose territory such administration may have been assumed.

2nd.—Complete impartiality in the distribution of the water among the villages along the canals, so that the British villages and those of other Native States shall, if required, share the water equally with the villages of the States concerned; also an equal administration of justice to all persons over whom the officers of the States concerned may exercise jurisdiction, so that the subjects of the British Government or of any Native State shall be dealt with according to the same principles of law as are respected by the officers of the British Government.

3rd.—Ready and friendly compliances on the part of the Governments of the States concerned with those requests of the Punjab Government and its

superior officers, who have chief charge of the Irrigation Department in the Punjab, which shall be declared by them to be essential for the proper maintenance and satisfactory working of the canals as a whole.

The Governor-General in Council will at all times be ready to receive any representation from the Government of any of the States concerned, if that Government considers that the spirit of the present proposals are from any cause not fully acted up to by the officers of the Punjab Government on whom the immediate duty of carrying them out will devolve.

Executed at Umballa this eighteenth day of February 1873.

(Sd.) GORE OUSELEY,  
*Commissioner, Umballa Division.*



(Sd.) NORTHBROOK.

Ratified by His Excellency the Viceroy and Governor-General of India at Calcutta on the twenty-sixth day of March 1873.

(Sd.) C. U. AITCHISON,  
*Secretary to the Government of India,*  
*Foreign Department.*

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Similar engagements were entered into by the Chiefs of *Jheend* and *Nabha*.

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### No. XXX.

SUNNUD to the RAJAH OF JHEEND, dated 22nd September 1847.

The Right Honorable the Governor-General having resolved to bestow certain lands on the Rajah of *Jheend*, as a mark of consideration for his attachment and services to the British during the late war with the Lahore State, and the Rajah of *Jheend* having requested that he may at the same time receive a renewed assurance of protection and guarantee of his rights in his former possessions, the Governor-General is pleased to confer this assurance in the form of a Sunnud or Grant as follows, in order that the Maharajah and his successors after him may, with perfect confidence, continue to exercise the same rights and authority in his possessions as heretofore.

The Maharajah's ancient hereditary estates, according to annexed Schedule, shall continue for ever in the possession of himself and his successors, with all Government rights thereto belonging of Police jurisdiction and collection of revenue as heretofore. The Maharajah's *chaharumians*, *feudatories*,

adherents, and dependants will continue bound in their adherence and obligations to the Rajah as heretofore. His Highness will exert himself to do justice, and to promote the welfare and happiness of his subjects, while they, on their part, considering the Rajah as their true and rightful lord, must obey him and his successors accordingly, and pay the revenue punctually, and be always zealous to promote the cultivation of their lands, and testify their loyalty and obedience. The Maharajah has relinquished for himself and his successors for ever all right to levy excise and transit duties which have been abolished throughout the Jheend Territory. His Highness also binds himself and his successors to the suppression of suttee, infanticide, and slave-dealing within his territories. If, unknown to the Maharajah's authorities, any persons should be guilty of these acts, the Maharajah's authorities will, on conviction, punish them with such severity as to deter others. The British Government will never demand from the Maharajah and his successors and their dependents abovenamed anything in the way of tribute or revenue or commutation in lieu of troops or otherwise, for the reason that His Highness will ever continue as heretofore sincerely devoted to the service and interests of the British. The British authorities will not entertain complaints of the Maharajah's subjects or dependants, or interfere with the Maharajah's authority. Should an enemy approach from any quarter to this side the Beas or Sutlej, for the purpose of conquering this country, the Rajah will join the British Army with his forces, and exert himself in expelling the enemy and act under discipline and obedience, and in time of war place the resources of his country at the disposal of the British Government. His Highness engages to have made and to keep in repairs, through his own officers, the military roads through his territory for the passage of British Troops from Umballa and other Stations to Ferozepore, of a width and elevation to be determined on by the Engineer Officer charged with the duty of laying down the roads. His Highness will also appoint encamping grounds for British troops at the different stages, which shall be marked off, so that there be no claims made hereafter on account of damaged crops.

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No. XXXI.

TRANSLATION of the SUNNUD given to the RAJAH of JHEEND by HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL, Simla, 5th May 1860.

Since the establishment of British authority in India, the present Rajah of Jheend and his predecessors have always been steady in their allegiance. They have frequently received rewards for their fidelity in the accession of fresh honors, dignity, and territory. More recently the present Ruler of Jheend has surpassed the former achievements of his race, by the constancy and courage he evinced during the mutiny of 1857-58. In memory of this unswerving and conspicuous loyalty, His Excellency the Viceroy and Governor-General of India has conferred additional honors and territory upon the Rajah for himself and his heirs for ever, and has graciously acceded to the Rajah's desire to receive a Sunnud or Grant under the hand and seal of the

Viceroy, guaranteeing to the Rajah the free and unreserved possession of his ancient territories, as well as of those tracts bestowed on the Rajah and his predecessors at various times by the British Government.

*Clause 1.* The Rajah and his heirs for ever will exercise full sovereignty over his ancestral and acquired dominions according to the annexed list. All the rights, privileges, and prerogatives which the Rajah enjoys in his hereditary territories he will equally enjoy in his acquired territories. All feudatories and dependents of every degree will be bound to render obedience to him throughout his dominions.

*Clause 2.* Except as provided in Clause 3, the British Government will never demand from the Rajah, or any of his successors, or from any of his feudatories, relations, or dependents any tribute on account of revenue, service, or any other plea.

*Clause 3.* The British Government cordially desires to see the noble House of Jheend perpetuated, and in this spirit, confers upon the Rajah and his heirs for ever, whenever male issue may fail, the right of adopting a successor from among the descendants of the Phoolkeean family. If, however, at any time any Rajah of Jheend should die without male issue and without adopting a successor, it will still be open to the Maharajah of Puttialla and the Rajah of Nabha, in concert with the Commissioner or Political Agent of the British Government, to select a successor from among the Phoolkeean family; but in that case a nuzzuranah or fine, equal to one-third of the gross annual revenue of the Jheend State, shall be paid to the British Government.

*Clause 4.* In 1847 the British Government empowered the Rajah to inflict capital punishment, after reference to the Commissioner. It now removes the restriction imposed by this reference, and invests the Rajah with absolute power of life and death over his own subjects. With regard to British subjects committing crime and apprehended in his territory, the Rajah will be guided by the rules contained in the Despatch of the Honourable the Court of Directors, to the Madras Government, No. 3, dated 1st June 1836. The Rajah will exert himself to execute justice, and to promote the happiness and welfare of his people. He engages to prohibit suttee, slavery, and female infanticide throughout his territories, and to punish with the utmost rigor those who are found guilty of any of these crimes.

*Clause 5.* The Rajah will never fail in his loyalty and devotion to the Sovereign of Great Britain.

*Clause 6.* If any force hostile to the British Government should appear in the neighbourhood, the Rajah will co-operate with the British Government and oppose the enemy. He will exert himself to the utmost of his resources, in providing carriage and supplies for the British Troops according to requisitions he may receive.

*Clause 7.* The British Government will not receive any complaints from any of the subjects of the Rajah, whether maafeedars, jaghiredars' relatives, dependents, servants, or other classes.

*Clause 8.* The British Government will respect the household and family arrangements of the Rajah, and abstain from any interference therein.

*Clause 9.* The Rajah, as heretofore, will furnish at current rates, through the agency of his own Officers, the necessary materials required for the construction of Railroads, Railway Stations, and Imperial Roads and Bridges. He will also freely give the land required for the construction of Railroads and Imperial Lines of Road.

*Clause 10.* The Rajah and his successors, &c., will always pursue the same course of fidelity and devotion to the British Government, and the Government will always be ready to uphold the honour and dignity of the Rajah and his House.

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COPY of SCHEDULE of the TERRITORIES belonging to the RAJAH of JHEEND.

*Ancestral Possessions.*

1. Pergunnah Jheend and the villages surnamed the Punjgraon Circle.
2. Pergunnah Sufedoon.
3. Pergunnah Lujwanah.
4. Pergunnah Balewallee.
5. Pergunnah Lungroor, with the villages Mahlan and Ghabdan.
6. Pergunnah Bazeedpoor, with Mouzah Laloda.
7. A share in the village of Bhaeroopa.

*Acquired Possessions.*

Mouzah Dalumwalla (now in Pergunnah Jheend).

Mouzah Baroda	...	...	{ Now in Pergunnah Sufedoon, granted by Sunnud, dated 22nd September 1847, signed by Viscount Hardinge, Governor-General.
Mouzah Busseince	...	...	
Mouzah Khatla	...	...	
Pergunnah Dadree	...	...	{ By letter from Secretary to Government of India, dated 2nd June 1858, No. 1549A.
14 Villages of Pergunnah Kool-aram	...	...	

*Jagheer Feudatories.*

Dyalpoora Sikhs.

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No. XXXII.

TO FURZUND DILBUND RASEKOOL ITAQAD DOWLUT-I-ENGLISHIA RAJAH SUROOP SING BAHADOOR, of JHEEND, dated 5th March 1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be



continued, I hereby, in fulfilment of this desire, repeat to you the assurance which I communicated to you in the Sunnud under my signature, dated 5th May 1860, that, on failure of natural heirs, the perpetuation of your family by your adoption of an heir from the Phoolkean House will be in accordance with the wishes of the paramount power, and will be gladly recognized and confirmed; and that if at any time any Rajah of Jheend should die without male issue, and without adopting a successor, it will still be open to the Maharajah of Puttialla and the Rajah of Nabha, in concert with the Commissioner or Political Agent of the British Government, to select a successor from among the Phoolkean family; but in that case a nuzzuranah, or fine, equal to one-third of the gross annual revenue of the Jheend State, shall be paid to the British Government.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

### No. XXXIII.

TRANSLATION of a SUNNUD or GRANT of portions of the Pergunnah of BOODWANAH DISTRICT JHUJJUR, bestowed on the RAJAH OF JHEEND by HIS EXCELLENCY EARL CANNING, G.C.B., VICEROY and GOVERNOR-GENERAL of INDIA.

Whereas the devotion and loyalty of the Rajah of Jheend and of his  
 Preamble. ancestors have always been conspicuous since the establishment of British supremacy in India, His Excellency the Viceroy and Governor-General, being desirous of marking his high appreciation of these qualities, has been pleased to bestow upon the Rajah portions of Pergunnah Boodwanah, of the District of Jhujjur, containing nineteen villages, according to vernacular list annexed, assessed at a yearly revenue of (eighteen thousand five hundred and twenty Rupees) 18,520 Rupees, and to accept from the Rajah a "nuzzuranah" of (Rupees 3,70,004) three lakhs seventy thousand and four. It is accordingly ordained as follows:—

#### ARTICLE 1.

The territory above-mentioned is conferred upon the Rajah of Jheend and his heirs for ever.

#### ARTICLE 2.

The Rajah and his successors will exercise the same rights, privileges, and prerogatives in this newly acquired territory as he at present enjoys in his ancestral possessions, according to the terms of the Sunnud, dated 5th May 1860, and signed by His Excellency Earl Canning, Viceroy and Governor-General of India.

## ARTICLE 3.

The Rajah and his successors will continue to maintain the same loyal relations with the British Government, and to fulfil the same obligations, with regard to this newly acquired territory, as were imposed on him by the terms of the Sunnud, dated 5th May 1860, relating to the Rajah's ancestral possessions.

## No. XXXIV.

TERMS of AGREEMENT between the BRITISH GOVERNMENT and the STATE of JHEEND for regulating the supply of water for irrigation from the Western Jumna Canal,, executed at Murree on behalf of the BRITISH GOVERNMENT by T. H. THORNTON, Esq., D.C.L., SECRETARY to the GOVERNMENT, duly empowered by HIS EXCELLENCY the VICEROY and GOVERNOR-GENERAL in COUNCIL, and at LAHORE on behalf of the JHEEND STATE by BABOO SHUMBOO NAUTH, duly empowered by HIS HIGHNESS the RAJA of JHEEND.

In lieu of the present cuts from the canal twelve main distributaries shall be constructed with proper masonry heads.

2. The said distributaries shall be constructed at the cost of the British Government, but when completed shall be handed over to the Raja, with the exception of the masonry heads and the portion within canal limits. In conducting water from distributaries, existing channels shall be utilized as far as possible.

3. The distributaries, so made over to the Raja, shall be kept in repair by him, a deduction being made on this account from the annual charge for water. The deduction shall be calculated at a certain rate for irrigated area fixed with reference to the average cost per acre for clearance of distributaries elsewhere in British territory.

NOTE.—The deduction to be made on the above account will probably amount in all to Rupees 9,375 per annum more or less.

4. So soon as the distributaries are made over to the Raja, the Canal Officers shall thenceforth exercise no interference in regard to them.

5. Present arrangements shall be continued until the new distributaries are completed and tested.

6. The Jheend State shall be allowed a supply of water sufficient to irrigate an aggregate area of 50,000 acres in both seasons of the year. The volume shall be measured by gauges at the head of each distributary, to be read and registered daily by an official of the British Government. The daily reading shall be tested, should the Raja desire it, by one of his own officials; and in the event of the correctness being disputed a report shall be promptly made to the Executive Engineer, who will decide the point in dispute.

7. When the volume available from the Jumna River is not equal to the ordinary demand for irrigation generally on the canal, this allotment shall be

liable to reduction similarly to other irrigation from the canal in British territory; in such case remission of water-rate will be allowed in the same proportion to the water-rate ordinarily demandable as in the case of villages in British territory similarly situated.

8. The British Canal Officers shall retain the power to close the heads of distributaries temporarily when the circumstances of the case require it, provided that the heads of the distributaries shall not be closed on account of alleged wastage of water owing to disrepair of minor distributaries.

9. The amount payable by the Raja for the supply of 50,000 acres shall be calculated on the average of some few years of measured irrigation in land similarly situated in British territory, the amount being subject to deduction on account of—

(1.) Cost of repairs and maintenance of distributaries as above provided.

(2.) Reduction of canal establishments resulting from transfer of sole management of the distributaries to the Raja.

NOTE.—The amount thus payable will at present rates amount to Rupees 1,13,000 per annum, more or less, exclusive of deductions; and the deductions under the latter head will probably not exceed Rupees 150 per mensem.

10. In the event of there being a general reduction of water-rates on the canal, a rateable reduction shall be made of the amount payable by the Raja, and in the event of the rates being increased a rateable increase shall be demandable from him.

Executed at Lahore this 29th day of April 1875 on behalf of His Highness the Raja of Jheend by Shumbhoo Nath in presence of me.

(Sd.) C. M. RIVAZ,

*Under-Secretary to the Punjab Govt.*

*Witness.*

(Sd.) T. II. THORNTON,

*Secy. to Govt., Punjab.*

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No. XXXV.

TRANSLATION of the SUNNUD given to the RAJAH of NABHA by His EXCELLENCY the VICEROY and GOVERNOR-GENERAL.

*Simla, 5th May 1860.*

Since the establishment of British Supremacy in India, the present Rajah of Nabha and his ancestor, Rajah Juswant Sing, have given various proofs of their loyalty to the British Government. More recently, the present Chief of Nabha has surpassed the former achievements of his race, by the constancy

and courage he evinced during the mutiny of 1857-58. In memory of this unswerving and conspicuous loyalty, His Excellency the Viceroy and Governor-General of India has conferred additional honors and territory upon the Rajah for himself and his heirs for ever, and has graciously acceded to the Rajah's desire to receive a Sunnud or Grant under the hand and seal of the Viceroy, guaranteeing to the Rajah the free and unreserved possession of his ancestral territories, as well as of those tracts bestowed on the Rajah by the British Government.

*Clause 1.* The Rajah and his heirs for ever will exercise full sovereignty over his ancestral and acquired dominions, according to the annexed list. All the rights, privileges, and prerogatives which the Rajah enjoys in his hereditary territories, he will equally enjoy in his acquired territories. All feudatories, and dependants, of every degree, will be bound to render obedience to him throughout his dominions.

*Clause 2.* Except as provided in Clause 3, the British Government will never demand from the Rajah, or any of his successors, or from any of his feudatories, relations or dependents, any tribute on account of revenue, service, or any other plea.

*Clause 3.* The British Government cordially desires to see the noble house of Nabha perpetuated, and, in this spirit, confers upon the Rajah and his heirs for ever, whenever male issue may fail, the right of adopting a successor from among the descendants of the Phoolkeean family. If, however, at any time the Rajah of Nabha should die without male issue, and without adopting a successor, it will still be open to the Maharaja of Putialla and the Rajah of Jheend, in concert with the Commissioner or Political Agent of the British Government, to select a successor from among the Phoolkeean family; but in that case a nuzzuranah or fine equal to one-third of the gross annual revenue of the Nabha State shall be paid to the British Government.

*Clause 4.* In 1847 the British Government empowered the Rajah to inflict capital punishment after reference to the Commissioner. It now removes the restriction imposed by this reference, and invests the Rajah with absolute power of life and death over his own subjects. With regard to British subjects committing crime, and apprehended in his territory, the Rajah will be guided by the rules contained in the Despatch of the Honorable Court of Directors, to the Madras Government, No. 3, dated 1st June 1836. The Rajah will exert himself to execute justice and to promote the happiness and welfare of his people. He engages to prohibit suttee, slavery, and female infanticide throughout his territories, and to punish with the utmost rigor those who are found guilty of any of these crimes.

*Clause 5.* The Rajah will never fail in his loyalty and devotion to the Sovereign of Great Britain.

*Clause 6.* If any force hostile to the British Government should appear in this neighbourhood, the Rajah will co-operate with the British Government and oppose the enemy. He will exert himself to the utmost of his resources, in providing carriage and supplies for the British troops, according to requisitions he may receive.

*Clause 7.* The British Government will not receive any complaints from any of the subjects of the Rajah, whether maafeedars, jaghiredars, relatives, dependents, servants, or other classes.

*Clause 8.* The British Government will respect the household and family arrangements of the Rajah, and abstain from any interference therein.

*Clause 9.* The Rajah, as heretofore, will furnish at current rates through the agency of his own officers the necessary materials required for the construction of railroads, railway stations and imperial roads and bridges. He will also freely give the land required for the construction of railroads and imperial lines of road.

*Clause 10.* The Rajah and his successors, &c., will always pursue the same course of fidelity and devotion to the British Government, and the Government will always be ready to uphold the honor and dignity of the Rajah and his house.

#### SCHEDULE of the TERRITORIES belonging to the RAJAH of NABHA.

##### *Ancestral Possessions.*

Pergunnah Nabha Khas.

- „ Umloh.
- „ Bhadsoon.
- „ Kapoorgurh.
- „ Dhunowla.
- „ Pool with Dyalpoora.
- „ Jeytokee.
- „ Lotbuddee.

Share of Bhaeroopa—with right of jurisdiction, and right over all subordinate rent-free holders residing therein.

##### *Acquired Possessions.*

Pergunnah Kantee	...	} By letter from Secretary, Government of India, dated 2nd June 1858, No. 1549A.
„ Bawal	...	

##### *Feudatories and Tributaries.*

The Sikhs of Sonthee.

The Sikhs of Ram Doss Boongguranwalla.

Lodh Kurreea Goomteewalla.

## No. XXXVI.

TO FURZUND ARJUMUND EKEEDUT PYEBUND DOUWLUT-I-ENGLISHA BURARBIUNS  
SURMOUR RAJAH BHURPORE SING MAHENDER BAHADOOR of NABHA.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, repeat to you the assurance which I communicated to you in the Sunnud under my signature, dated 5th May 1860, that on failure of natural heirs, your adoption of an heir from amongst the members of the Phoolkeean house will be gladly recognized and confirmed; and that if at any time the Rajah of Nabha should die without male issue, and without adopting a successor, it will still be open to the Maharajah of Puttialla and the Rajah of Jheend, in concert with the Commissioner or Political Agent of the British Government, to select a successor from among the Phoolkeean family, but in that case a nuzzuranah or fine equal to one-third of the gross annual revenue of the Nabha State shall be paid to the British Government.

Be assured that nothing shall disturb the engagements thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

*Dated 5th March 1862.*

## No. XXXVII.

TRANSLATION of a SUNNUD or GRANT of portions of the Pergunnahs of Kunouth and Boodwanah, District Jhujjur, bestowed on the RAJAH of NABHA by HIS EXCELLENCY EARL CANNING, G.C.B., VICEROY and GOVERNOR-GENERAL of INDIA.

Whereas the devotion and loyalty of the Rajah of Nabha and of his ancestor, Rajah Juswant Singh, have always been conspicuous since the establishment of British Supremacy in India, His Excellency the Viceroy and Governor-General being desirous of marking his high appreciation of these qualities, has been pleased to bestow upon the Rajah portions of Pergunnahs Kunouth and Boodwanah, of the District of Jhujjur, containing forty-two (42) villages, according to a vernacular list annexed, assessed at a yearly revenue of forty-seven thousand five hundred and twenty-five (Rs. 47,525), and to accept from the Rajah a nuzzuranah of nine lakhs fifty thousand and five hundred (Rs. 9,50,500). It is accordingly ordained as follows:—

## ARTICLE 1.

The territories above-mentioned are conferred upon the Rajah of Nabha and his heirs for ever.

## ARTICLE 2.

The Rajah and his successor will exercise the same rights, privileges and prerogatives in these newly acquired territories as he at present enjoys in his ancestral possessions, according to the terms of the Sunnud, dated 5th May 1860, and signed by His Excellency Earl Canning, Viceroy and Governor-General of India.

## ARTICLE 3.

The Rajah and his successors will continue to maintain the same loyal relations with the British Government, and to fulfil the same obligations with regard to this newly acquired territory, as were imposed on him by the terms of the Sunnud, dated 5th May 1860, relating to the Rajah's ancestral possessions.

## No. XXXVIII.

## ADOPTION SUNNUD granted to the CHIEF of KULSEA.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India, who now govern their own territories, should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance, that, on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown, and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

5th March 1862.

(Sd.) CANNING.

Sunnuds in the same terms have been granted to the Chiefs of Dhamee, Bilaspore, Baghat, Bhajjee, Kothar, Durkoti, Bejah, Bulsun, Nalagurb, Suket, Chumba, Kunhiar, Mundee, Meilog, Nahun, Fureedkot, Keontul, Tiroj, Kumharsein, Mungul, Jubbal, Baghul, and Bashahr, in the Punjab.

## No. XXXIX.

## ADOPTION SUNNUD granted to NAWAB and RAES SECUNDER ALI KHAN of MALEIR KOTLA.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories, should be perpetu-

ated, and the representation and dignity of their Houses should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any succession to your State which may be legitimate according to Mahomedan law.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown, and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

*Dated 5th March 1862.*

In 1866 a similar Sunnud was granted to Meer Ali Murad Khan of Kheirpore.

#### No. XL.

SUNNUD granted to RAJAH WUZEER SING of FUREED KOTE, dated 21st April 1863.

Since the establishment of British supremacy in India Rajah Wuzeer Sing and his ancestors have given proofs of loyalty to the British Government, and have received rewards in the accession of fresh honors, dignity, and territory. More recently the present chief of Furzed Kote evinced his adherence to the cause of the British Government during the mutiny of 1857-58, in consideration of which service the British Government has, out of Royal grace and condescension, remitted the service of ten sowars hitherto furnished by the Rajah; has added to the forms under which he is officially addressed; has increased the Khillut to which he is entitled, and raised the number of guns by which he is to be saluted to the number of eleven: and has graciously acceded to the Rajah's desire to receive a Sunnud or Grant under the hand and seal of the Viceroy, confirming and guaranteeing to the Rajah and his heirs for ever the possession of his ancient hereditary territory, as well as the territory acquired by the Rajah from the British Government by grant or exchange under the following provisions:—

*Clause 1.*—The hereditary domain now in the possession of the Rajah, and the country acquired by the Rajah by grant and exchange, according to the annexed list, are hereby confirmed and guaranteed to the Rajah and his male heirs lawfully begotten, for ever, together with all the powers and authority, civil, criminal, and fiscal at present exercised by the Rajah.

*Clause 2.*—With the exception of the unredeemed revenue free holdings in Illaka Kotkupoorā noted below, the British Government will never demand from the Rajah or any of his successors, or from any of his feudatories,



relatives, or dependants, any tribute on account of revenue, service, or any other plea.

Revenue free holdings in Illaka Kotkupoora, which have lapsed or are resumable hereafter	...	...	Rs.	4,238
Deduct yearly amount of compensation granted to the Rajah for the abolition of customs in his territory	...	...	„	2,000
				<hr/>
	Balance	...	„	2,238
				<hr/>

*Clause 3.*—The Rajah has, in consideration of the compensation granted by the British Government, relinquished for himself and his successors for ever all right to levy excise or transit duties which have been abolished throughout the territory of Fureed Kote.

*Clause 4.*—The British Government, desiring to see the House of Fureed Kote perpetuated, has conferred upon the Rajah and his successors for ever, whenever male heirs lawfully begotten may fail, the right of adopting a successor in accordance with the customs of his race.

*Clause 5.*—With regard to British subjects committing crime and apprehended in his territory, the Rajah and his successors will exercise the powers provided for in the despatch of the Honorable Court of Directors to the Madras Government, No. 3, dated 1st June 1836.

The Rajah and his successors will exert themselves to execute justice and promote the happiness and welfare of their people. They will, in accordance with the terms of a previous engagement, prohibit “suttee,” slavery, and female infanticide throughout their territory, and punish with exemplary rigor those who are found guilty of these crimes.

*Clause 6.*—The Rajah and his successors will never fail in their devotion and loyalty to the Sovereign of Great Britain.

*Clause 7.*—If at any time any force hostile to the British Government should appear in this direction, the Rajah will co-operate with the British Government and oppose the enemy. He will exert himself to the utmost of his resources in providing carriage and supplies according to requisitions he may receive from the Officers of the British Government.

*Clause 8.*—The Rajah as heretofore will furnish at current rates, through the agency of his own Officers, the necessary materials required for the construction of railroads, railway stations, and Imperial roads and bridges. He will also freely give the land required for the construction of railroads and Imperial lines of road.

*Clause 9.*—The Rajah and his successors will always pursue the same course of fidelity and devotion to the British Government, and the Government will always be ready to uphold the honor and dignity of the Rajah and his house.

## SCHEDULE of the TERRITORIES belonging to the RAJAH of FUREED KOTE.

*Ancestral Possessions.*

Pergunnah	...	...	Fureed Kote.
Ditto	...	...	Deep Singwalla.

*Acquired Possessions.*

Villages of Pergunnah Kote Kupoorā, given to the Rajah in exchange for Pergunnah Sultan Khanwalla.

Villages of Kote Kupoorā and Bhughtah granted by the British Government, excepting the village of Sibbian, included in British Territory under the orders of the Chief Commissioner of the Punjab, No. 345, dated 4th May 1858.

*Feudatories and Tributaries.*

Mouza Mamosana, Pergunnah Fureed Kote.

## No. XLI.

SUNNUD conferring the FIEF of MUMDOTE upon NAWAB JELLAL-OD-DEEN.

Having taken into consideration the position of yourself and relatives in consequence of the death of your late brother, Nawab Jumal-ood-deen, I hereby confer on you the fief of Mumdot and the title of Nawab, with succession to your male issue according to the rules of primogeniture.

This grant is subject to the following conditions:—

## ARTICLE 1.

You and your successors in the fief must provide a reasonable maintenance for your relations, the descendants of yourself and Jumal-ood-deen.

## ARTICLE 2.

You will exercise no magisterial authority within the fief, nor will you interfere in the management of the estate. You will behave properly to the proprietors and cultivators, so far as you may have intercourse with them.

## ARTICLE 3.

	<i>Annually.</i>
1. Beebee Ransse, widow of Kootub-ood-deen and mother of Jumal-ood-deen and Jellal-ood-deen ...	Rs. 1,200
2. Booboo Taleb, widow of Kootub-ood-deen, a step-mother of the above ...	" 600
3. Parsa Begum, widow of the late Nawab and mother of his children ...	" 1,200
4. Mussumat Tajan, widow of the late Nawab (has no children) ...	" 600
5. Booboo Shah, daughter of Kootub-ood-deen and sister of the late Nawab ...	" 1,200
	Total Rs. 4,800
6. Khan Bahadoor ... Rs. 6,000 { Sons of the }	
7. Mahomed Khan ... " 4,000 { late Nawab }	" 10,000
	Total Rs. 14,800

You will not interfere with the pensions of the parties named in the margin, which will be paid through officers of the British Government; but you will receive the benefit of all lapses or reductions in pensions to the issue of present incumbents, which may be sanctioned by the Governor General of India in Council.

## ARTICLE 4.

The Government demands on the fief of Mumdote are fixed at one-third the income of the estate, in lieu of all claim for expenses of management, commutation for service, police charges, and the like; to commence from the beginning of the next Fuslee year.

## ARTICLE 5.

You will at all times conduct yourself as a good and faithful subject of the British Crown, and will, when required, render service to the satisfaction of the British Government.

Be assured that, so long as the above conditions are fully and faithfully fulfilled, the fief of Mumdote will remain to yourself and your male issue a perpetual possession.

*The 5th December 1864.*

(Sd.) JOHN LAWRENCE.

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## HILL STATES.

*Chiefly from a Report by the Deputy Commissioner of Simla.*

PREVIOUS to the Nipal war in 1814 the Goorkhas had extended their conquests westwards as far as the Sutlej. By the 5th Article of the Treaty of 1815 the Nipalese renounced all claim to the countries west of the Kali, and the British were left in possession of the whole tract of hills from the Gogra to the Sutlej. Kumaon and the Dehra Doon were annexed to the British dominions, and the rest of the territory, with the exception of Subathoo, Raengurh, Sundoch, and a few other military posts, was restored to the hill Rajahs from whom it had been conquered by the Nipalese. The Rajahs were brought under the general protection of the British Government, and were placed, with respect to each other, as nearly as possible in the position they occupied before their subjugation.

Capital sentences passed by these Chiefs require the confirmation of the British authorities before being carried out.

In 1847 transit duties were abolished throughout these States. A yearly sum of Rupees 13,735 is paid in compensation by Government.

The right of adoption has been granted to all the Chiefs of the Hill States by Sunnud (No. XXXVIII.).

The Hill States are under the political supervision of the Commissioner of Umballa.

*Sirmoor or Nahun.*—When the Goorkhas were expelled from the hills, Kurrin Purkash, of a Rajpoot family claiming connection with the Maharawuls of Jessulmere, was the ruling Chief. He was, however, excluded from the succession, on the ground of his notorious profligacy and imbecility, and the Chieftainship was bestowed on his eldest son, Futh Purkash.

The Sunnud (No. XLII.) to the Rajah is dated 21st September 1815, and confers on him and his heirs in perpetuity his ancient possessions, with the exception of the fort and pergunnah of Moorree, given to the Mussulman Sirdar of that place for good service against the enemy; the Kearda Doon, which was subsequently, in 1833, restored (No. XLIII.) on payment of a nuzzerana of Rupees 50,000; a tract of hill country to the north of the river Girrie made over to the Rana of Keontul; and the pergunnahs of Jonsar and Bawar, in the Dehra Doon district, annexed to British dominions.

The present Rajah is thirty-two years of age, by name Shumsher Purkash. In recognition of his services during the mutiny he received a dress of honour of the value of Rupees 5,000, and a salute of seven guns. On 1st January 1876 he was invested at Calcutta by His Royal Highness the Prince of Wales in person with the Insignia of a Knight Commander of the Most Exalted Order of the Star of India.

By Article 4 of the Sunnud of 1815, the Rajah of Sirmoor was bound to consult the British Government before appointing a Dewan or Mootsuddies. In 1872 this clause was cancelled at the request of Rajah Shumsher Purkash and a revised Sunnud (No. XLIV.) was issued to him.

The revenue of Sirmoor may be estimated at Rupees 2,85,054 a year. The Rajah maintains a small force of drilled sepoy, numbering 100 cavalry, 530 infantry, 10 field guns, and 20 artillerymen. The population, according to the latest census, amounted to 90,000. The area of the State is 1,000 square miles. The Rajah pays no tribute, but is bound to render feudal service.

*Kuhlor or Bilaspore.*—This is a Rajpoot family said to have come from the Deccan. One of the sons of Hurreehur Chund, fourteenth in descent from the founder of the family, conquered Chumba, and Bilaspore was founded by Beer Chund, another son. Ajeet Chund, twelfth in descent from Beer Chund, founded the State of Nalagurh, and bestowed it on his brother, Ajey Chund. The Rajah of Kuhlor had estates on both sides of the Sutlej, but the Sunnud (No. XLV.) given to Rajah Maha Chund, in 1815, confirmed to him the eastern portion only. Rajah Khuruk Chund died in 1839, and was succeeded by a collateral, Juggat Chund; the claims of an alleged posthumous son, Gumb Chund, were rejected after a full enquiry. A second Sunnud (No. XLVI.) was granted to Kuhlor in 1847 for the territories pertaining to that State on the right bank of the Sutlej, which had been up to that time subject to the Lahore Durbar. The abolition of transit duties was one of the conditions of this Sunnud, and the Rajah's application for compensation was rejected by the Governor-General, partly on the ground that the Kuhlor State had, by the transfer of its Trans-Sutlej possessions to the British Government, no longer to pay tribute, amounting to about Rupees 4,000, to the Lahore Durbar. The Rajah pays no tribute to the British Government, but is bound to render feudal service.

In 1850, at the request of Rajah Juggat Chund, the administration was made over to his grandson, Heera Chund, the present Rajah, now aged forty years. In acknowledgment of his services during the mutinies of 1857, the Rajah received a dress of honour of Rupees 5,000 value, and a salute of seven guns.

In 1867 the request of Rajah Heera Chund for the restoration of the pergunnahs of Busser and Buchertoo, which had originally belonged to the Kuhlor family, was granted on the condition of his paying an annual nuzzerana of Rupees 8,000. These pergunnahs had been seized by Runjeet Sing in 1819, and conferred on the Majethia family; the grant was continued by the British Government at the close of the first Punjab war to Lehna Sing Majethia for his life and lapsed at his death.

The revenue of this State is not less than Rupees 1,00,000; its area is 448 square miles; the population amounts to 60,000. The Rajah keeps up a force of 4 field and 6 other guns and 20 artillerymen and 800 infantry.

*Hindor or Nalagurh.*—The Chief of Hindor belongs to a younger branch of the Kuhlor family. Rajah Ram Sing was the Chief to whom a Sunnud (No. XLVII.) was granted in 1815. With reference to this Sunnud it should be noted that the condition, excepting the half share of Faizoollahpoora, is no longer necessary, a tract of land equivalent to this half share having been transferred to British dominions in the year 1852, with the consent of the Rajah of Hindor and the British authorities.

Another Sunnud (No. XLVIII.) was given to the Rana, conferring on him the Thakoorai of Burowlee in lieu of the fort of Maloun, which was retained as a post for British troops. The fort, however, was restored under a separate Sunnud in 1846 (No. XLIX.).

Rana Bijjeh Sing, son of Rana Ram Sing, died in 1856, leaving no direct heirs, but in consideration of the eminent services of his father, Government consented to place Mean Uggur Sing, one of the illegitimate sons of Rana Ram Sing, in power. The payment of Rupees 5,000 a year on account of tribute is required from Uggur Sing under the Sunnud (No. L.) conferred on him on 19th January 1860, and the jaghires of his brothers are guaranteed. The Rana is seventy-one years of age.

The population of Hindor at the last census was 70,000. The revenue amounts to Rupees 90,000; the area of the State is 256 square miles. The Rajah keeps up a force of two field and two other guns and 12 artillerymen, 500 infantry and 125 cavalry.

*Bashahr.*—The Sunnud (No. LI.) granted to Rajah Mohunder Sing of Bashahr required the payment of Rupees 15,000 a year in tribute. This is the only instance in which tribute, properly so called, was exacted by the British Government on the restoration of their States to the Hill Rajahs. In 1847 the tribute was reduced to Rupees 3,945 as compensation for the abolition of transit duties.

Several forts, &c., were retained for the location of troops, which have been since restored to Bashahr. Rawaian, on the left bank of the Pahur, was transferred to Keontul. The Thakoorais of Kotegurh and Kumharsein were declared independent of Bashahr.

In 1864 the Rajah of Bashahr leased his forests to the British Government for a period of fifty years (No. LII.), and by a supplementary Agreement, executed in 1871 (No. LIII.), his rights to waif and drift timber.

The present Rajah, Shumsher Sing, succeeded to the guddee in 1849. He is of a Rajpoot family, and thirty-seven years of age.

Population of Bashahr 90,000; revenue Rupees 50,000; area 3,320 square miles.

Adjoining the Bashahr territory is the small principality of Syree, with a net rental of about Rupees 400 per annum. The last Chief, Dhurm Sing, died in 1813. At the death of his widow, in October 1864, the Rajah of Bashahr claimed the estate as an escheat in default of lineal heirs in virtue of his being suzerain of Syree. The claim was allowed, and the nearest representative of the Syree family was granted an allowance of Rupees 150 per annum from the income of the estate. Nuzzerana of a year's revenue of Syree was at the same time imposed on the Bashahr State as a punishment for having attempted to establish its claim by fraudulent interpolations in the Sunnud of 1815.

*Keontul.*—After the Goorkha war a portion of the territory of Keontul was sold to the Maharajah of Puttiala. In consideration of this, no tribute is paid by the Keontul Rajah for the remainder of the State, which was restored to him by Sunnud (No. LIV.) in 1815.

The Rajah holds another Sunnud (No. LV.), dated September 1815, conferring on him and his heirs for ever paramount authority over the petty estates of Theog, Koti, Ghoond, and Khyree, the Chiefs of which, with their descendants, are bound to regard the Chief of Keontul as their liege lord, and pay an annual tribute as follows :—Theog, Rupees 500 ; Koti, Rupees 500 ; Ghoond, Rupees 250 ; Khyree, Rupees 250.

There are two other petty Chiefs subordinate to Keontul, *viz.*, Madhan and Ratesh.

A third Sunnud (No. LVI.) was granted to this Chief, conferring Poonur on him and his heirs. It is dated 5th April 1823, though the transfer was authorized in 1816. The reasons given for this measure were the isolated position of Poonur, the turbulent character of its inhabitants, the indisposition of the Government to extend its territories in the hills, and a desire to confer a benefit on Keontul.

On the 7th September 1830 the district of Racengurh, which had been retained by the British Government in 1815 (see Bashahr Sunnud No. LI.) was given to the Rajah of Keontul in exchange for Simla; the jaghiredars of Rami Shadiwalah and Nandpore in the Racengurh district were excepted from this exchange, and consequently remain British subjects; they exercise revenue, civil, and magisterial powers under the supervision of the Superintendent, Hill States. A Sunnud was promised to the Rajah of Keontul on the occasion of this exchange, but does not appear ever to have been issued.

The present Chief is Mohindur Sein, aged forty-eight years, of Rajpoot family. He is bound to render feudal service. In 1858 the father of the present Chief was created a Rajah, and received a dress of honour worth Rupees 1,000 for his services during the mutinies.

The revenue of the State is Rupees 60,000, and the population by census 50,000. The area of Keontul is 116 square miles. The Rajah keeps up a force of two field guns, eight artillerymen, and 100 infantry and police.

Hurree Chund, Thakoor of Theog, belongs to the Bilaspore family; he is forty years of age. The area of Theog is ten square miles; population 3,000; revenue Rupees 3,300.

Bishen Chand, Rana of Koti, aged forty years, is a Rajpoot. He received the title of Rana for his services during the mutiny. The area of Koti is 36 square miles; the population 2,500; and revenue Rupees 6,000.



Thakoor Kishen Sing of Ghoond is twenty years of age. The area of Ghoond is three square miles ; population 1,000 ; revenue Rupees 1,000.

Thakoor Bishen Chund of Madhan belongs to the Bilaspore family. He is thirty-four years of age. The area of Madhan is thirteen square miles ; population 1,000 ; revenue Rupees 1,600.

Thakoor Ram Sing of Ratesh is fifty-five years of age. His ancestors came from Sirmoor. The area of Ratesh is nine square miles ; population 437 ; revenue Rupees 200.

These petty Chiefs enjoy the same powers of punishment within their territories as are exercised by the superior Chiefs.

*Baghul.*—The Sunnud (No. LVII.) in favour of this Chieftainship is dated 3rd September 1815. The only modification which has occurred in regard to its terms is the commutation of begars, or forced labourers, for an annual tribute of Rupees 3,600, being calculated at the rate of Rupees 3 a man per month.

The name of the present Rajah, who received the title in 1875, is Kishen Sing, age fifty-eight. He is the eldest son of Sheosurn Sing, to whom the Sunnud was granted in 1815. The family is of the Puar Rajpoot caste.

Revenue Rupees 60,000 ; population 22,000 ; area 124 square miles ; military force—20 cavalry, 200 infantry, and one field gun.

*Baghat.*—During the Nipal war the conduct of Rana Mohunder Sing had been unfriendly, and on the restoration of peace three-fourths of the Baghat State were sold to Puttiala for Rupees 1,30,000. The remaining fourth was granted (No. LVIII.) to Rana Mohunder Sing and his heirs. He died without issue on 11th July 1839. The State was treated as a lapse, and pensions to the extent of Rupees 1,282 were assigned to the family.

The State, however, was restored by Lord Ellenborough in 1842 to Bijey Sing, brother of Mohunder Sing. The cantonment of Kussowlee had in the meantime been built within the State, and Bijey Sing offered the hill on which it stands to the British Government, but the gift was declined. Bijey Sing died in January 1849. He left no direct heir. The nearest claimant was a cousin, Omeid Sing, and Government again treated the State as a

lapse. In 1861, however, Lord Canning procured the restoration of the State to Omeid Sing. Before the Sunnud conferring the grant could be prepared Omeid Sing died, and his last request was that his son, Dhuleep Sing, might be allowed to succeed to the Baghat State. In January 1862 a Sunnud (No. LIX.) was issued in favour of Dhuleep Sing, conferring the State on him and the heirs of his body in perpetuity, subject to specified conditions. By this Sunnud the tribute of Rupees 2,000 was secured by reserving lands yielding a gross rental of Rupees 2,500, including the estates of General Innes. The family, however, complained of the total loss of vassalage and cesses to which they were subjected by this arrangement; and as General Innes engaged to pay the revenue on his estates, *viz.*, Rupees 1,002-15, without cost to Government, the British Government consented to retain only those estates and to restore the other lands to Baghat, receiving the balance of the tribute, Rupees 997-1, in money. These new arrangements were embodied in a fresh Sunnud (No. LX.) dated 18th July 1864, in which also an additional clause was inserted binding the Chief to respect the revenue settlements made and the rights of the under-tenants recognized while the estate was under British administration. A sum of Rupees 500 per annum is deducted from the tribute of Rupees 997 paid by the Rana, as compensation for land taken up for a rifle range at Solon in 1865.

Rana Dhuleep Sing is sixteen years of age. The ancestors of the family were Deccan Rajpoots. The revenue of Baghat is Rupees 8,000; its population 10,000; area 124 square miles; military and police force, 35 men.

*Jubbāl.*—Originally this Rajpoot State was tributary to Sirmoor, but after the Goorkha war it was made independent, and the Rana Poorun Sing received a Sunnud (No. LXI.) from Lord Moira on 18th November 1815.

The Rana misgoverned his State, and in 1832 abdicated in favour of the British Government. He very soon, however, repented the act, and refused the allowance of Rupees 4,400 a year which was made for his support. After a lengthy correspondence it was resolved, in 1840, to restore the State. In that year, however, the Rana died, and Government decided on restoring the State to his son and heir, Kurm Chund, in the event of his proving fit to govern it on attaining his majority. During the minority till 1853 the State was managed by Government. In 1859 the misgovernment of the Rana led to the restriction of his powers. In 1862 an enquiry was held into the conduct of the hereditary ministers; they were found guilty of inciting

the people to rebellion, and expelled the country. Full powers were restored to the Rana in May 1862. Rana Kurm Chund is now forty years of age. The family claim descent from the former rulers of Sirmoor.

The revenue of the State is Rupees 30,000, and the population 40,000 souls; the area of Jubbal is 288 square miles. The Rana pays Rupees 2,520 tribute, and is bound to render feudal service; he keeps up an infantry and police force of 550 men.

*Bhajjee.*—Rana Roodur Pal received a Sunnud (No. LXII.) in 1815. In 1842 he abdicated in favour of his son, Run Bahadoor Sing, who was installed on 25th April 1844, and is now fifty-one years of age. The quota of begars furnished was commuted (No. LXIII.) to an annual payment of Rupees 1,440.

Revenue Rupees 23,000; population 19,000; area 96 square miles; military and police force 50 men.

*Kumharsein.*—This State, formerly a feudatory of Bashahr, was declared independent after the Nipal war. The Sunnud (No. LXIV.) is dated 7th February 1816, and binds the Chief and his heirs to render feudal service to the British Government. The begars were commuted for an annual payment of Rupees 1,440.

Rana Kehr Sing died without heirs in 1839, and in consideration of his early attachment to British interests during the Goorkha campaign, the Governor-General renewed the grant in favour of a collateral heir of the family named Pritum Sing, subject to the payment of a higher rate of tribute or commutation tax. Some disturbances which in the mean time took place caused a suspension of the above orders, but they were eventually carried into effect on the 23rd June 1840, when a Sunnud was granted to Rana Pritum Sing. The terms of this instrument are, in every respect, the same as those contained in the original grant, with this exception that the tribute is fixed at Rupees 2,000 in lieu of Rupees 1,440.

The present Rana is named Heera Sing; he is twenty-five years of age.

Revenue Rupees 10,000; population 10,000; area 90 square miles. The family is Rajpoot, of not very high pretensions, and is said to have come originally from Gya. Nuzzerana is taken on successions.

*Kothar.*—The Sunnud (No. LXV.) of this State bears date the 3rd September 1815, and confirms to Rana Bhoop Sing and his heirs the hereditary

possessions of his ancestors, subject to the performance of feudal service, and supplying a contingent of forty begars. This number was subsequently reduced to thirty, and commuted to a payment of Rupees 1,080 per annum.

The present Rana, Jey Chund, is thirty years of age. The family, which is Rajpoot, is said to have come from Kishtwar in the Jummoo hills.

Revenue Rupees 5,000; population 4,000; area 20 square miles.

*Dhamee.*—This old Rajpoot State, which was founded in the fourteenth century, became independent of Kuhlora after the Goorkha war. A Sunnud (No. LXVI.) was granted to Rana Goverdhun Sing, on the 4th September 1815, containing the usual conditions of feudal service, and of supplying forty begars; subsequently commuted to a payment of Rupees 720. In 1858 this sum was further reduced to Rupees 360 for the life of the Rana as a reward for his services during 1857.

The present Chieftain, Rana Futteh Sing, is twenty-two years of age.

Revenue Rupees 8,000; population 5,500; area 27 square miles; military force 100 men.

*Bulsun.*—This State was originally a feudatory of Sirmoor, but a separate Sunnud (No. LXVII.) was granted to it in September 1815. The engagement to supply thirty begars was commuted afterwards to an annual payment of Rupees 1,080.

The late Chief was created a Rana in 1858 for services rendered during the mutiny. The present Rana, Bhoop Sing, is fifty-four years of age. He is of Rajpoot family.

The revenue of the State is Rupees 7,000; the population 6,000; its area is 51 square miles; military force 50 men.

*Meilog.*—The Sunnud (No. LXVIII.) of this Rajpoot State is dated 4th September 1815. It contains the usual conditions. The quota of forty begars was commuted to a payment of Rupees 1,450 per annum.

The present Chief, Thakoor Dhuleep Chund, is forty-six years of age; revenue Rupees 10,000; population 9,000; area 48 square miles; military force 75 men.

*Bejah.*—The Sunnud (No. LXIX.) granted to the petty Chief of Bejah is dated 4th September 1815, and is in the usual terms. The number of begars is fixed at five, commuted to an annual payment of Rupees 180. An allowance of Rupees 100 a year is made to him as compensation for lands required for Kussowlie cantonment.

The present Thakoor, Oodey Chund, is forty-eight years old. The family is Rajpoot and is said to have come from Oojcin. The revenue is Rupees 1,000; population 800; area 4 square miles; military and police 20 men.

*Tiroj.*—Tiroj formerly constituted a part of the Sirmoor State; at the time it fell under the dominion of the British Kurrum Sing was the nominal Chief, but on account of his great age and infirmities his brother, Jhoboo, held the executive administration of the country.

On the death of Thakoor Kurrum Sing a Sunnud (No. LXX.) dated 31st January 1819, under the seal and signature of Captain Ross, Agent to the Governor-General in these hills, was bestowed on Jhoboo, conferring Tiroj on him and his heirs, subject to the performance of feudal service and to the furnishing of eight begars, commuted to a payment of Rupees 288 per annum. No superior authority was cited for the above act, nor was the title of Meean Jhoboo questioned till 1838, when Runjeet Sing, his nephew, set up his claims and formed a strong party in his own favour.

A lengthy correspondence ensued, which ended in Jhoboo being compelled to abdicate in favour of his son, Seyam Sing. This arrangement did not long stand, owing to the incompetency of Seyam Sing and the intrigues set on foot by Jhoboo and Runjeet Sing, and in 1841 it was found necessary to depose Seyam Sing, after which the State was incorporated with Jubhal.

Tiroj continued under British management until April 1843, when Runjeet Sing's claims were finally acknowledged, an Agreement (No. LXXI.) was taken from him, and a Sunnud (No. LXXII.) dated 27th June 1843 was furnished to him, conferring the State on him and his heirs for ever, subject to the usual conditions of vassalage, and a payment of Rupees 280 in lieu of begars. Thakoor Runjeet Sing died in 1871, and was succeeded by his grandson, Kidar Sing, the present Thakoor, who is a minor; during his minority the affairs of the State are managed by a Council.

The revenue of Tiroj is Rupees 6,000 ; population 6,000 ; area 67 square miles ; military force 80 men.

*Kunhiar.*—Tegh Sing is the present Thakoor of Kunhiar, and is forty-one years of age. The Sunnud (No. LXXIII.) of this Chieftainship is dated 4th September 1815, contains the usual conditions of vassalage, and requires five begars, commuted to Rupees 180.

The area is eight square miles with a revenue of Rupees 4,000, and a population of 2,500 souls.

*Sangri.*—This is a small district south of the Sutlej, which belonged to the Rajahs of Kulu, whose main possessions were north of that river. Sangri was taken from them by the Goorkhas, but restored to Rajah Bikramajeet by the British Government on the expulsion of the Goorkhas in 1815. The Sunnud (No. LXXIV.) is dated 16th December 1815.

The Kulu territories north of the Sutlej were conquered by the Sikhs, and became British territory after the first Sutlej war. On the Sikh conquest of the country, Ajcet Sing, then Rajah of Kulu, took refuge in Sangri, where he died childless in September 1841. As the rightful heir, Jhuggur Sing, uncle of the deceased Chief, was incapacitated for government, his son, Runbeer Sing, was recognized, but died in 1844. Jhuggur Sing, who is still alive and ninety-one years of age, was then recognized as Chief ; but the State was taken under management. It is now managed by Heera Sing, Jhuggur Sing's eldest son.

Sangri has an area of 16 square miles, and a population of 700 souls ; its revenue is Rupees 1,000 per annum.

*Mungul.*—Mungul was an ancient dependency of Kuhlor, but was declared independent on the expulsion of the Goorkhas. A Sunnud (No. LXXV.) was granted in December 1815. This document contains the usual terms, the number of begars being fixed at two, commuted to a payment of Rupees 72 a year.

The Rana, Ject Sing, is 44 years of age. Revenue Rupees 700 ; population 800 ; area about 13 square miles ; military and police force 25 men.

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*Durkoti*.—This petty Chieftainship is held under a Hukmnamah (No. LXXVI.) granted to Sates Ram by Lieutenant Ross, Governor-General's Agent: the terms of which are that he is to pay allegiance to the British Government, and that he is exempted from all pecuniary liability.

The founder of this Rajpoot family is said to have come from Marwar. The present Rana, Ram Sing, is sixty years of age. Revenue Rupees 600; population 700; area 5 square miles.

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## No. XLII.

TRANSLATION of a SUNNUD granted to RAJAH FUTTEH SINGH of NAHUN, dated 21st September 1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government, wherefore, by order of the Governor-General, this Sunnud is granted to Rajah Futtch Singh, conferring on him and his heirs for ever the lands of Sirmoor, with all the rights and appurtenances belonging thereto.

The Ports of Monnee and Juggutgurh, and Doonkyardah, and the districts of Jounsar and Banwar Moolakee have been disjoined from the Raj of Sirmoor, and taken into the possession of the British Government, and the forts of Khurchuree and Hunur, with the lands attached, on the west of the Kurree Nuddee, have been annexed to the Thakoorace of Keonthul, and the Ports of Ghat and Sulhur on the east of the Kurree Nuddee have been annexed to the Raj of Sirmoor.

It is proper that Futtch Singh, being grateful to the British Government for its favor, should occupy the lands granted to him, and never at any time think of laying claim to the places above enumerated, which have been disjoined from Sirmoor, and annexed partly to the British territories, and partly to the Thakoorace of Keonthul.

Further, he must not appoint a Dewan or Mutsuddees or do anything in the management of the Raj of Sirmoor, without communicating and consulting with the Officer who will be stationed there on the part of the British Government. He will conform to the above stipulations, and paying strict obedience to the British Government, he will, in case of war, join, when required, the British troops with all his force, and do the part of a true ally. He will also make roads 12 feet broad throughout his territory.

If he shall fail in any of the above obligations (which are again enumerated) or shall encroach on the possessions of others, he will fall under the displeasure of the British Government, and will be dispossessed. He must consider this a valid instrument, and conforming to its conditions, take possession of the lands granted to him, and he must promote the welfare of his ryots, and the extension of cultivation, and distribute justice, and look to the security of the roads, and not exact more from the ryots than their engagements, and, in short, make all people happy and contented.

The ryots on their part will be bound to consider Futtch Singh aforesaid as their rightful lord, and to obey him accordingly.

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No. XLIII.

SUNNUD granted to RAJAH FUTTEH PERGASS of NAHUN.

Whereas the Right Honorable the Governor-General in Council has been pleased to bestow on Futtch Pergass, Rajah of Nahun, and on his heirs and



successors in perpetuity a grant of the lands, commonly called the Keardadloon, to form part of the Raj of Sirmoor; Be it known unto all, that the aforesaid lands, namely, those of Keardadloon, are given up to Futteh Pergass and his heirs and successors for ever under the following conditions:—

1st.—That Futteh Pergass and those who follow him in possession shall respect the rights of the people, and administer justice with impartiality to all, of whatever class or persuasion.

2nd.—That the said Futteh Pergass and his successors shall levy no transit or customs duties on any species of merchandize which may pass through, or be exported from, or imported into, the aforesaid lands.

3rd.—That the said Futteh Pergass and his successors shall keep in repair the roads which at present exist in the aforesaid lands, and render such further assistance in constructing and repairing new roads as the British Government may at any future period, or from time to time, think proper to direct.

4th.—That the said Futteh Pergass and his successors shall maintain a sufficient police, and erect towers at convenient distances for the protection of travellers and merchants passing through the aforesaid Keardadloon.

5th.—That the said Futteh Pergass and his successors shall, at no time or under any pretence, levy from his subjects dues or bounties or forced contributions of any sort, usually known by the name of Roomalee Nuzzuranah and the like, or any other fines or arbitrary exactions or impositions.

*Given under the seal and signature of the Right Hon'ble the Governor-General in Council, this Fifth day of September 1833 A.D.*

L. S.
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(Sd.)	W. C. BENTINCK.
„	C. T. METCALFE.
„	A. ROSS.

#### No. XLIV.

SUNNUD granted to RAJAH SHAMSHER PARKASH of NAHUN.

Whereas in the sunnud, bearing date the 21st September 1815, granted to Rajah Futteh Sing, of Nahun, conferring on him and his heirs for ever the land of Sirmoor, with all the rights and appurtenances belonging thereto, a clause was inserted to the effect that Rajah Futteh Sing must not appoint a Dewan or Mutsuddes, or do anything in the management of the Raj of Sirmoor without communicating and consulting with the Officer who will be stationed there on the part of the British Government; and whereas Rajah Shamsher Parkash, the present Chief of Nahun, has represented that such clause as aforesaid was only inserted by reason of his ancestor Rajah Futteh Sing being, at the time of the grant of the Sunnud, a minor, a child of tender years, and that the restriction contained in such clause was removed by the Political Agent on Rajah Futteh Sing attaining his majority, and

further that no British Officer is now stationed at Nahun, and has accordingly applied for the grant of a revised sunnud from which the restrictive clause abovementioned may be excluded. His Excellency the Viceroy and Governor-General in Council, recognizing the reasonable grounds of Rajah Shamsheer Parkash's representation, has been pleased to cancel in the sunnud, dated 21st September 1815, the following paragraph—"Further, he must not appoint a Dewan or Mutsuddees, or do anything in the management of the Raj of Sirmoor without communicating and consulting with the Officer who will be stationed there on the part of the British Government."

### No. XLV.

SUNNUD to RAJAH MAHA CHUND of BELASPORE, dated 6th March 1815.

Whereas Rajah Maha Chund of Belaspore has, with sincerity of heart, professed obedience and submission to the British Government, and become a dependent of the Honorable Company, and has cast off all connection with the Goorkha State; Therefore, in conformity with the tenor of the Proclamation issued under the authority of His Excellency the Governor-General, on the 17th of October 1814, the Rajah is hereby confirmed in the possession of the lands of his ancient territory of Kyloor, actually occupied by him on this side of the River Sutledge, subject to the following conditions:—He shall never openly or secretly ally himself with the Goorkha State, or with any enemy of the Honorable Company, but remaining steadfast in the path of obedience and submission to the orders of the British Government, shall, at all times, be prepared, with the force which he may have, to render useful service to the British troops, providing supplies of grain and furnishing begars (for the conveyance of burdens), and generally performing whatever may be entrusted to his charge. He shall ever be ready to obey such orders as may be signified to him at the present period, or which may be given to him at any future time, more especially on the occasion of any British Force being sent against an enemy in that quarter, when he shall not fail to discharge to the utmost of his ability the obligations of fidelity and attachment to the British Government. Exclusive of the stipulations above-mentioned, the British Government, in its liberality and favor, will not require from the Rajah any tribute or pecuniary indemnification of any kind. And in the event of a peace between the British Government and the Goorkha State, provided the Rajah shall have rendered faithful service, the British Government engages that nothing contrary to the conditions of protection as affecting the Rajah shall be listened to by the British Government. Moreover, the terms of the replies to the Rajah's requests, bearing the signature of Major-General Ochterlony, and dated on the 18th of February 1815, are approved and ratified by the Governor-General. It becomes the duty of the Rajah, therefore, that being firmly fixed and established in his Raj, he set his mind at rest on that point, and divesting himself of all apprehension, devote his time to the promotion of the happiness and comfort of his subjects, and consider this as a valid Sunnud for his country.

TRANSLATION of PAPER of REQUESTS presented by the AGENTS of RAJAH MAHA CHUND,  
and answers by MAJOR-GENERAL OCITERLONY, 18th February 1815.

*Requests.*

1st.—Since I have withdrawn from my connection with the Goorkhas, and attaching myself to the British Government, consider my connection with it the same as my honor and my life, I hope that I shall be continued in possession of my ancient territory, and that it shall be under the protection of the Honorable Company, and that if at any time when the Goorkhas shall submit to the British Power, they shall propose anything to my disadvantage from a spirit of revenge for my having abandoned their cause, it shall not be listened to.

2nd.—It is well known that the Forts of Futtehpore, Mundgur, Behadurpoor, and Ruttunpoor, constructed by my ancestors, were held by me; suddenly, however, they were seized by Rajah Ram Surn, who held them for seven months, when I caused them to be restored to me. I hope that in continuing to me my ancient possessions, those Forts will be included therein.

3rd.—With respect to the affair of the twelve Thakoors, although they of old belonged to me, yet owing to my weakness, the Surmoreea Rajah sometimes got possession of them and sometimes they were held by Rajah Ram Surn. When the Goorkhas came here I was re-established in the possession of

*Answers.*

If the Rajah shall have really and truly withdrawn himself from his connection with the Goorkhas, and shall attach himself to the British Government, he shall undoubtedly be confirmed in the possession of his ancient territory of Khyloor, lying on this side of the River Sutledge, agreeably to the terms of the Proclamation which was issued under the authority of the Governor-General, on the 17th of October last, and it shall, in every respect, be considered to be under the protection of the British Government. In the event of peace between the British Government and the Goorkhas no representation of the Goorkhas against the Rajah, at variance with the dues of protection, shall be attended to. But on the subject of guaranteeing the country of Khyloor a reference shall be made to the Governor-General.

2nd.—I am also acquainted with the fact of the Forts of Futtehpore, Mundgur, Behadurpoor, and Ruttunpoor, being of old dependencies of the country of Khyloor. Provided the Rajah shall withdraw from the Goorkhas, and connect himself with the British Government, they shall remain to him as heretofore.

3rd.—Any proposition by the Rajah regarding the twelve Thakoors is improper, for the real state of the case is very different. Although I must give a positive refusal to this request, for when the time for the settlement of the twelve Thakoors shall come they

the twelve Thakoors. On the return of the Goorkhas from the Fort of Kangra they required that I should assign something out of the twelve Thakoors for the maintenance of the troops. In consideration of my connection with them, and also of my inability to oppose their requisition, nine of the twelve Thakoors were given to them. The Thakoors of Dhamee, Buhjee, and Kotee, are still in my possession. I have stated this merely in the way of information. Otherwise in every respect I am submissive to the pleasure of the British Government in this affair, and consider it a happiness to conform to its orders.

4th.—The Goorkhas gave several places to me besides those included in my original possessions. The Major-General is now vested with the same authority which they exercised. As he shall order, so will I consider it as happiness to act. Be pleased now to show me favor, or when I shall have rendered good service to the Government. The Major-General is my friend and patron on the part of the British Government.

must be adjudged to the real proprietors, yet should the Rajah render good service to the British Government, and abandon the cause of the Goorkhas, the same consideration which he experienced with respect to one or two of the Thakoors from the Goorkhas, may, in my opinion, be also shown to him by the British Government.

4th.—No claim to any places which the Goorkhas gave to the Rajah, besides his ancient territory of Khyloor can be listened to. In conformity with the terms of the Proclamation of the 17th October, no tribute nor pecuniary demand of any kind shall be exacted from the Rajah. In return for all the benefits which the Rajah will enjoy, the British Government only requires that while the war with the Goorkhas shall last, the Rajah shall co-operate with the British Troops, and that in future also, on every occasion of a British Force coming into this quarter to act against an enemy, the Rajah shall be ready to join and to afford every assistance in his power, by providing supplies of grain and discharging all the other obligations of fealty and submission.

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#### No. XLVI.

TRANSLATION of a SUNNUD granting territories to RAJAH JUGGUT CHUND of KUHLOOR (BELASPORE), dated 21st October 1847.

Whereas by the Treaty concluded between the British Government and the State of Lahore, on the 9th March 1846, the hill territories came into

the possession of the Honorable Company, and whereas Rajah Juggut Chund of Kuhlor has always evinced his obedience and submission to the British Officers, the Government hereby confirms in perpetuity to Rajah Juggut Chund and the heirs male lawfully begotten of his body by his Ranee, the Territory of Kuhlor, with such boundaries as have been in his possession since the commencement of the British rule in the Trans-Sutlej States, with full administrative powers therein. In default of an heir of the above description, the territory, with full powers, will be conferred upon the male heir who may be proved to the British Government to be next of kin to the Rajah. Be it known to the Rajah, that if any of his successors is found incompetent and unable to administer the affairs of the state, the British Government reserves to itself the power of removing him and installing another heir next of kin to the Rajah, who may be found entitled to it, and capable of administering the territory. Whoever shall, according to the foregoing terms, succeed the Rajah, will remain in the undisturbed possession of his territory and state, on the conditions which are specified in the Agreement executed by the Rajah, and which are as follows:—

1st.—That he shall abolish all transit duties in his territory, and consider it incumbent upon him to afford protection to the bankers, tradesmen, and dealers in his state.

2nd.—That he shall construct roads not less than 12 feet broad in his state, and repair them when necessary.

3rd.—That on the occasion of a war, he shall, when directed, join the British Army with his own retainers and hill-porters, keep himself in readiness to execute the orders of the Officers of Government, and supply provisions according to his means.

4th.—That all disputes which may take place between the Rajah of Kuhlor and any other Chiefs shall be referred to the British Courts.

5th.—That he shall not alienate or mortgage any portion of his territory without the knowledge and permission of Government.

6th.—That he shall abolish in his territory slave-dealing, suttee, female infanticide, and the practice of burning or drowning lepers, as these practices are opposed to British law, and that he shall issue such strict orders in respect thereof that no one may venture to commit any of the said crimes.

The Rajah shall not encroach beyond the boundaries of his own territory or the territory of another. He shall consider this Sunnud as a ratified document, and use his exertions to fulfill the terms thereof, to promote the welfare of his people, to improve the condition of his country, to adopt measures for the increase of cultivation, to redress grievances, to maintain lawful rights, and to keep the roads secure. He shall not exact money from his subjects, but treat them with kindness, that they may always be thankful to him. It is the duty of the subjects to regard him, and, after him, his successor, as above described, as their sole and lawful lord, to pay without fail the revenue due to him, to remain obedient to him at all times, and to behave themselves well.

No. XLVII.

SUNNUD to RAJAH RAM SING (or RAM SURRUN) for HINDOOR.

Whereas all the hill country has come into the possession of the British Government; and whereas Rajah Ram Sing has, during the present war, performed worthily the part of an ally of the British Government, joining the British troops in person with his forces, and furnishing begarces to level roads and to perform other work, wherefore, by order of the Right Honorable the Governor General, this Sunnud is granted to the said Rajah, conferring on him and his heirs for ever Hindoor, &c., seven Pergunnahs; and Buhtowlee with twelve villages, and Munjhoolee with four villages (excepting, however, the half share of Fyzoollah-poorah, in Pergunnah Khas Hindoor, and the Fort of Malown, with six villages of Mouzah Malown Chakiran, which are on the point (tegh) of the Hill of Malown, and Mouzas Malown-badhoo, Chulandooaree-wallah, &c., the jumma of the whole seven villages being 118 Rupees and 123½ maunds of grain), together with all the rights and appurtenances belonging thereto, and the sayer collections, and right of distributing justice to the ryots; without exaction of begarees, or of service, or of nuzzuranah, all these dues being remitted. Whatever number of begarees the Rajah shall furnish in case of war, shall be paid for by the British Government at the rate of 4 Rupees per man. The Rajah, however, will not receive any pay for himself and his Troops in joining the British Forces. The Rajah, considering this Sunnud a full and valid title for himself and his descendants, will exert himself to the utmost to promote the welfare of his subjects, and will abstain from encroaching on the possessions of others; and being grateful for the favor which has been shown him by the British Government, he will continue firm in allegiance to it, and will conform to all the conditions of this Sunnud.

It will be the duty of the ryots on their part to consider the Rajah as their rightful lord, and to pay their revenue punctually, and show obedience to his authority, and to exert themselves to improve the cultivation of their lands and to augment the Rajah's resources.

20th October 1815.

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No. XLVIII.

SUNNUD to RAJAH RAM SING (or RAM SURRUN) for the THAKOORAE of BUROWLEE.

Whereas all the hill country has come into the possession of the British Government, and many Chiefs have had their former possessions wholly restored to them; and whereas the Fort of Malown, with six villages, the estimated annual jumma of which is 118 Rupees and 118 maunds of grain, has been withheld from Rajah Ram Sing, in order to be retained as a post for British troops; therefore, as a compensation for the said fort and six villages, this Sunnud is, by order of the Right Honorable the Governor-General, granted to Rajah Ram Sing, conferring on him and his heirs for ever the

Thakoorace of Burowlee, with all the appurtenances belonging thereto, and the sayer collections. The said Rajah, considering this Sunnud to be a valid instrument, will, after leaving to the Rance of the said Thakoorace four villages for her subsistence, take possession of the remainder. In case of war he will be bound to furnish begarees and sepoys, and to pay nuzzuranah according to the statement subjoined. He will make roads in all directions around the said Thakoorace, and he will be careful not to encroach on the possessions of others. He will promote the welfare of his ryots, and pay strict obedience to the British Government, to whom he will be grateful for the favors which he has received. The duty of the ryots, on the other hand, will be to consider the Rajah as their rightful lord, and to pay their revenue punctually, and to show obedience to his authority, and to exert themselves to improve the cultivation of their lands and to augment the Rajah's resources.

*Statement alluded to above.*

Begarees, remitted altogether: nuzzuranah, remitted altogether. Roads to be prepared in every direction around the Thakoorace.

20th October 1815.

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No. XLIX.

TRANSLATION of a SUNNUD granting the FORT of MALOWN, with its dependent villages, and two guns and ammunition, to RAJAH RAM SINGH of NALAGURH.

*Dated 29th October 1846.*

Whereas Rajah Ram Sing, the Rajah of Nalagurh, has always been firm in his attachment and devotion to the British Government, and whereas he was the only Cis-Sutlej Chief who evinced his fidelity by waiting on the Governor-General at Lushkurree Khan-ke-Seraie, on the eve of the Lahore Campaign, while the Seikh Army was crossing the Sutlej, the Fort of Malown, with its undermentioned six dependent villages, and the two 18-pounders and ammunition in the Fort are hereby granted to him by the British Government *nuslun badi nuslun* and *botunun badi botunin* (from generation to generation), on the following conditions specified in the ikrarnamah entered into by him, *viz:—*

1st.—That the Rajah binds himself and his successors to rule the people hereby transferred to his authority with justice and moderation, so that they may in no respect be sufferers by being transferred from the rule of the British Government to that of the Rajah.

2nd.—That the Rajah will recognize their right to appeal to the local British Agent against oppression or injustice.

3rd.—That he will, on pain of forfeiture of the grant, pay implicit attention to any advice or remonstrance which the British Agent may have occa-

sion to offer on their behalf. It behoves the Rajah to consider this Sunnud a complete and valid document, and in return for this favor to remain ever firm in his loyalty towards the British Government.

1. Mouza Malown Chakran.
2. Mouza Malown Budhoo.
3. Mouza Chelan Duwureowallah.
4. Mouza Soharghatty.
5. Mouza Malown.
6. Mouza Leig.

*Dated 29th October 1846, corresponding with 10th Kartik Soodde 1903 Sumbut.*

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TRANSLATION of an IKRAENAMAH entered into by RAJAH RAM SINGH of NALAGURH.

*Dated 29th October 1846.*

Whereas the British Government has been pleased to grant me, under a Sunnud *nuslun badi nusulin* and *botunun badi botunin*, the Fort of Malown and its six dependent villages specified in that Sunnud, together with the two 18-pounders and the ammunition in that Fort: I do hereby execute an ikrar-namah, binding myself and my successors to the following three conditions:—

1st.—I will rule the people transferred to my authority by virtue of the aforesaid Sunnud with justice and moderation, so that they may in no respect be sufferers by being transferred from the rule of the British Government to that of Hindoor.

2nd.—I will recognize their right to appeal to the local British Agent against oppression or injustice.

3rd.—I engage, on pain of forfeiture of the grant, to pay implicit obedience to any advice or remonstrance which the British Agent may have occasion to offer on their behalf.

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No. L.

TRANSLATION of a SUNNUD granting the State of NALAGURH, with the title of RAJAH, to RAJAH UGUR SING.

*Dated the 19th January 1860.*

Whereas Rajah Bejey Sing, lawful son of Rajah Ram Sing of Nalagurh, having died, leaving no legitimate male heir of his body, the Territory of Nalagurh has lapsed to the British Government, and is entirely at its disposal; but in consideration of the fidelity of Rajah Ram Sing, and of the useful services which he rendered during the Goorkha War in 1813 and



1814, the Government wishes to grant the State of Nalagurh, which was in the possession of the late Rajah, to Ugur Sing, an illegitimate son of the said late Rajah Ram Sing: Accordingly the Government hereby confers the State of Nalagurh, with the title of Rajah, upon Ugur Sing and the heirs male of his body lawfully begotten.

Be it known that Rajah Ugur Sing and his heirs shall pay to the British Treasury an annual tribute of five thousand Rupees; that the Government guarantees the jaghire of the brothers of Rajah Ugur Sing; that the Rajah shall allow the free access of British subjects, Native and European, into his territory, for commerce or otherwise, and treat them on an equal footing with the subjects of his own territory; and that Government has reserved to itself the power of making roads through the Nalagurh State.

Be it further known that the grant has been made on condition of good behaviour and of service, Military and Political, at any time of general danger or disturbance.

### No. LI.

SUNNED in the name of MUHENDRA SINGH TEEKA of BUSSAHIR.

The overthrow of the Goorkha power in these hills having placed the countries freed from it at the disposal of the British Government, Lieutenant Ross, Assistant Agent, Governor-General, by virtue of instructions conveyed to him by General Sir David Ochterlony, K.C.B., A.G.G., &c., &c., &c., under authority of the Right Honorable Governor-General, confirms to Muhendra Singh, son of Rajah Oogur Singh, and to his descendants, the Raj of Bussahir, the same in extent and boundary as on the death of his father in Summut 1868 (A.D. 1811), on the conditions and with the exceptions and restrictions hereafter detailed.

1st.—The Government of Bussahir shall pay in Teghbundee, namely, as a contribution towards defraying the expense of the force maintained by the British Government for the preservation of the safety and tranquillity of the Protected Hill States, the annual sum of fifteen thousand Cudlar Rupees, agreeably to the rate of exchange between the Bussahir and British currency that may exist on the days of payment at the nearest posts of British troops, in the three following kists or instalments:—

1st	Poose (December, January)	...	5,000	0	0
2nd	Bysack (April, May)	...	5,000	0	0
3rd	Sawun (July, August)	.	5,000	0	0

2nd.—The Fort of Raecengurh, together with the district in which it stands, namely, the division of Raecn Pergunnah, situated on the left bank of the Pabur River; the Pergunnah of Sundock, together with the Forts of Seeleedan and Whurtoo therein contained, and the Fort of Bagee in Kurangool, or another post in its neighbourhood, to be hereafter specified, will be retained by the British Government as commodious stations for its protecting force.

3rd.—The Thakooraees of Dulaitoo, Kunaitoo, and Kurangtoo having been virtually incorporated with the Bussahir Raj several years previous to the Goorkha invasion, the same arrangements will exist with respect to them as under Rajah Oogur Sain, and the same assignments as made by him for the maintenance of the representatives of their respective Thakoors will be continued. The Thakooraees of Kolegurh and Comarsain are hereby declared independent of all but the paramount authority of the British Government.

4th.—In the event of war the troops of Bussahir will co-operate with the British Force on due requisition and in such manner as may be pointed out to them.

5th.—The administration of Bussahir will furnish begarees, when called on, for the construction of roads throughout their country.

RAMPOOR, }  
23rd Kartik, Summat 1872. }  
November 6th, A.D. 1815. }

### LII.

AGREEMENT with Rajah of Bashahr for lease of his forests. .

The Rajah of Bussahir having found the management of his forests troublesome, desires to lease them to the British Government for a term of fifty years, and requests the Superintendent, Hill States, to submit the following proposals for the approval of the Punjab Government:—

#### ARTICLE 1.

I make over the entire control of the whole forests of Bussahir to the British Government, who will appoint an English officer to take charge of the said forests.

#### ARTICLE 2.

No contractor or other person shall be permitted to cut timber in any forest of my dominions, except in places and under conditions specified by the officer appointed to be Conservator of forests.

#### ARTICLE 3.

For every tree felled in the forests of Bussahir by authority of the Conservator, the British Government shall pay at the following rates:—

Deodar (Kelu) ...	...	...	...	...	3	8	0
Walnut (Akhrot)	...	...	...	...	2	0	0
Birch (Bhojputea)	...	...	...	...	1	8	0
Other kinds ...	...	...	...	...	2	0	0

## ARTICLE 4.

The accounts shall be made up quarterly or half-yearly and rendered, and payments made at the above-mentioned rates quarterly or half-yearly.

## ARTICLE 5.

I will have nothing to do with the establishments appointed by the Forest Officer. The British Government will defray all expenses connected with the conservancy of the forests, felling and transporting timber to the Sutlej, and floating down to the depôts.

## ARTICLE 6.

I agree that the officer appointed to the forest should have power of a Subordinate Magistrate, 1st Class, defined in Section 23 of Act XXV., 1861, to try and decide cases of offences against property and property marks.

## ARTICLE 7.

I will give every assistance required by the Conservator in the exercise of the above powers for apprehending offenders, or supposed offenders, and for confirming the penalties awarded by him.

## ARTICLE 8.

I hereby grant to the British Government a lease of the forests of Bussahir for (50) fifty years, commencing from such date as the Government may confirm the lease.

## ARTICLE 9.

I will furnish an Indent to the Government for any timber I may require specifying the amount and kinds of wood and the purpose for which it is to be applied.

## ARTICLE 10.

The Zemindars shall be permitted to cut timber for fuel, charcoal, house-building, and vine frames. They are not to be prohibited from cutting down the inferior forests for purposes of cultivation.

(Sd.) JOALLA DOSS, *Vuzeer*.

„ SURJEET „

„ FUTTEHRAM „

„ HEEHANUND „

„ JOALLA DOSS.

„ GOVERDHUN DOSS.

„ PETUMBER DOSS.

(Sd.) SHAM SHERE SING,  
*Rajah of Bussahir and  
Rampoor.*

*Simla, 28th June 1864.*

In presence of

LT.-COL. R. C. LAWRENCE, C.B.,  
*Supdt., Hill States,*

and DR. CLEGHORN, M.D.,  
*Conservator-Genl. of Forests.*

## No. LIII.

## A G R E E M E N T.

*Whereas* by an agreement bearing date 28th June 1864 the Rajah Shumshere Sing of Bassahir and Rampoor has leased to the British Government for a term of 50 years all the forests under his control in the territories of Bassahir; and

*Whereas* the said Rajah Shumshere Sing is desirous of leasing to the British Government all rights within his territory to waif, drift, and windfall timber, both on land and in water; and

*Whereas* in the said agreement dated 28th June 1864 the terms on which the British Government shall pay the said Rajah of Bassahir and Rampoor the exercises of the rights hereinbefore last mentioned have not been expressed:

It is agreed between the said Rajah Shumshere Sing of the one part, and Superintendent of the Simla Hill States on behalf of the British Government of the other part, as follows:—

This agreement shall commence to be in operation from and for the working season of the Christian year 1870-71.

The British Government shall, through such officers as it shall from time to time appoint in that behalf, and on the conditions hereafter agreed to, have the sole and entire control and management of, and the entire right and title to, all waif, drift, and windfall timber, both on land or in water, stranded or collected in the territories subject to the Rajah of Bassahir and Rampoor.

In lieu of such right to waif, windfall, and drift timber, the British Government shall and will pay to the said Rajah of Bassahir and Rampore, or to such person as he shall appoint to receive the same, the yearly sums hereinafter stated, that is to say—

For each of the years 1870-71, 1871-72, and 1872-73 the sum of Rupees fifteen hundred (1,500).

For each of the years 1873-74 and 1874-75 the sum of Rupees twelve hundred (1,200).

And for the year 1875-76 and following years the annual sums of one thousand Rupees (1,000).

The British Government shall not, in virtue of any right vested in it by this agreement, interfere with the privilege of villagers and others residing on, or near the banks of the River Sutlej, or its tributaries, of collecting fragments and small pieces of timber to be used for fire-wood without payment for the same.

Provided always that the privilege aforesaid shall not be deemed to entitle any person to take any piece, fragment, or log of wood of any size larger than one man can himself and without assistance lift or carry.

In witness whereof the Rajah Shumshere Sing of Bassahir and Rampoor of the one part, and Superintendent of the Simla Hill States, acting on behalf of the British Government of the other part, have hereto set their hands, this first day of August 1871.

Seal of Shumshere Sing, Raja of Bassahir and Rampoor.
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(Sd.) SHUMSHERE SING,  
*Rajah of Bassahir and Rampoor.*

In the presence of  
 (Sd.) C. BATCHELOR, *Major,*  
*Dy. Conservator of Forests, Sutlej Division.*

(Sd.) J. PARSONS,  
*Supdt., Hill States,*

In the presence of  
 (Sd.) A. CHISHOLM, *Head Clerk,*  
*Supdt., Hill States Office.*

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#### No. LIV.

TRANSLATION of a SUNNUD granted to RANA SUNSAR SING for a part of the THAKOORAE of KEONTHUL.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honourable the Governor-General, this Sunnud is granted to Rana Sunsar Sing, conferring on him and his heirs for ever the Pergunnahs Goolhanj and eight Pergunnahs, with the sayer collections of the same. The Rajah, considering this a valid instrument, will take possession of the said Pergunnahs, paying strict allegiance to the British Government, and will promote the welfare of his ryots, and will abstain from encroaching on the other Pergunnahs of Keonthul, and will never at any time advance a claim to the other Pergunnahs. In case of war the Rajah will join the British Force with his troops.

The duty of the ryots and of the Thakoorae on their part will be, considering Rana Sunsar Sing as their rightful lord, to obey him accordingly and pay the revenues regularly.

If the Rajah should be wanting in obedience to Government, or should fail to join with his troops in case of war, the lands conferred on him by this Sunnud will be forfeited.

6th September 1815.

## No. LV.

TRANSLATION of a SUNNUD granted to RANA SUNSAR SING.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Governor-General, this Sunnud is granted to Rana Sunsar Sing, conferring on him and his heirs for ever the Thakooraces of Bethook, Gootce, Khond, and Kyaree, which have been from of old comprehended within and subject to the Raj of Keonthul, the Ranas of which Raj have always received nuzzuranah from each. The Rana aforesaid will take nuzzuranah annually from the said Thakooraces by two instalments, in the following proportions:—

From Bethook	...	...	500 Rupees.
„ Gootce	...	...	500 „
„ Khond	...	...	250 „
„ Kyaree	...	...	250 „

And the said Rana shall promote the welfare of the ryots, and shall protect the Thakoors. The Rana shall also, on requisition from the British authorities, furnish begarees and sepoys from each Thakoorace. He shall also distribute justice to all, and shall oblige the Thakoors to keep the roads in repair. And considering this a valid instrument, he will always acknowledge his obligations to the British Government, and conform to the stipulations of the Sunnud. The Thakoors will consider the Rana aforesaid to be their rightful lord, and will obey him accordingly, and pay their nuzzuranah according to the amount above stated, or, failing in the performance of these duties, they will be ejected. Let them therefore conform to these injunctions and not encroach on the possessions of others. •

11th September 1815.

## No. LVI.

TRANSLATION of a SUNNUD granting Pergunnah Poonur to RANA SUNSAR SING of KEONTHUL, under the seal and signature of CAPTAIN ROBERT ROSS, Deputy Superintendent of Sirhind and Hill States.

*Dated 5th April 1823.*

Whereas, by the grace of God, the Goorkhas have been completely expelled from this country, and all the places of this district have come into the possession of the British Government, the Pergunnah of Poonur, which, agreeably to the Government orders of the 20th September 1816, received through General Sir David Ochterlony, was confirmed to Rana Sunsar Sing of Keonthul in perpetuity, with all the rights and appurtenances belonging thereto, is hereby annexed to the Thakoorace of Keonthul. It behoves the above-named Rana, considering this Sunnud as a valid deed, to hold possession of the said Pergunnah; to abstain from encroaching upon the territories of others; to improve the condition of the people; to distribute justice to the aggrieved;

to evince his unswerving attachment to the Government, by executing all its orders with promptitude and zeal; to acknowledge his obligations for this favor; to join in person the British Forces with his retainers on the occasion of a war; and not to disregard orders of Government requiring begarees from his territory in time of need. He shall consider it incumbent upon him to construct roads fit for carts to pass, at such places in his territory where the Huzoor (1) may stay. Excepting the above, no tribute or nuzzuranah shall be demanded from him.

It will be the duty of the ryots of Pergunnah Poonur to consider Rana Sunsar Sing and his descendants as their rightful lord, and to obey his orders.

*Dated 5th April 1823, corresponding with 22nd Rujub 1238 A.H.*

### No. LVII.

TRANSLATION of a SUNNUD granted to RANA JUGGUT SING of BAGHUL.

*Dated 3rd September 1815.*

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Rana Juggut Sing, conferring on him and his heirs for ever the Thakoorace of Baghul, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoy, as specified below, in case of his being so required. The said Rana Juggut Sing will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoy, as detailed below, when called upon; and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Rana Juggut Sing fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakoorace, on their part, will be, considering Rana Juggut Sing as their rightful lord, to obey him accordingly, and pay the revenues regularly.

#### *Detail.*

Hundred begarees with Captain Ross at Subathoo; and in case of a war, joining the British troops with his forces; and making roads 12 feet broad throughout his Thakoorace. Nuzzuranah remitted.

## No. LVIII.

TRANSLATION of a SUNNUD granted to MOHINDER SING.

Whereas the Goorkhas have been completely expelled from these districts, and all the hill country has come into the possession of the British Government; and whereas, in consequence of Mohinder Sing's having failed to join the British Forces during the war with the Goorkhas, the whole country of Bughaut is entirely forfeited to the British Government, that Government, of which magnanimity is the characteristic feature, is pleased, as an act of pure favor and grace, to grant anew to Mohinder Sing the Pergunnahs Kusowlee, Boolhuj, Bewal, and Golce Masil, being four Pergunnahs of Bughaut which were forfeited along with the rest. Wherefore, by order of the Right Honourable the Governor-General, this Sunnud is given, conferring the four Pergunnahs aforesaid on Mohinder Sing and his heirs for ever. It is necessary therefore that he should reside at Dhurum Poorah and take possession of the said Pergunnahs, promoting the welfare of the ryots and dispensing justice to all. He must beware not to encroach beyond the ancient and fixed boundaries of the four Pergunnahs aforesaid on any of the other Pergunnahs of Bughaut, and he must never lay claim to any of the other Pergunnahs, or to the produce of the sayer collections of Bughaut, amounting to 1,300 Rupees, which has been given to Maha Rajah Kurrum Sing. He must pay allegiance to the British Government, and in case of war must join the British troops with such a force as he is able to collect. He must moreover keep always twenty begarees with the Officer at Subathoo.

If at any time he shall depart from these engagements, he will be immediately dispossessed of the lands in question. The ryots of the said lands must, on their part, consider Mohinder Sing to be the rightful lord of the territory, and pay their revenue punctually, and show due deference to his just authority.

*Dated 4th September 1815.*

## No. LIX.

SUNNUD granted to DULLEEP SING of BUGHAT.

*Dated 31st January 1862.*

On the death of Beeja Sing, the last Chief of Bughat, without issue the estate lapsed to the British Government. It was, however, the gracious intention of Her Majesty's Government to restore the estate in perpetuity to Sirdar Omeid Sing, cousin of Beeja Sing, and his descendants, on certain conditions; Omeid Sing died before this intention could be fulfilled, and I now hereby confer on you, his legitimate son, and on the heirs of your body in perpetuity, the estate of Bughat, subject to the following conditions:—

1st.—The estate of Bughat shall be chargeable with an annual tribute of Rupees 2,000.



*2nd.*—So much of the estate of Bughat (including the lands at present owned by Major-General Innes) as now yields a gross revenue of 2,500 Rupees a year, shall be retained in perpetuity by the British Government in payment of this tribute.

*3rd.*—The remainder of the estate shall be free from payment of tribute.

Be assured that, so long as you and your successors remain loyal to the British Crown, and faithful in the discharge of your obligations to the British Government, the estate of Bughat shall remain to your house a perpetual possession.

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### No. LX.

SUNNUD granted to DULEEP SING, of Bughat.

On the death of Beejah Sing, the last Chief of Bughat, without issue, the estate lapsed to the British Government. It was, however, the gracious intention of Her Majesty's Government to restore the estate in perpetuity to Sirdar Oomeid Sing, cousin of Beejah Sing, and his descendants on certain conditions. Omeid Sing, died before this intention could be fulfilled, and I now hereby confer on you, his legitimate son, and on the heirs of your body in perpetuity, the estate of Bughat, subject to the following conditions :—

#### ARTICLE 1.

The estate of Bughat shall be chargeable with an annual tribute of Rupees 2,000.

#### ARTICLE 2.

So much of the estate of Bughat as has been acquired by Major-General Innes and is assessed at Rupees 1,002-15 a year shall be retained in perpetuity by the British Government in payment of so much of the tribute, and the remainder of the tribute, *viz.*, Rupees 997-1, shall be annually paid by the Chief of Bughat in cash to the British Government.

#### ARTICLE 3.

The Chief of Bughat shall respect the revenue settlements which were made, and the rights of the under-tenants which were recognised, by the British Government while the estate of Bughat was under its administration.

Be assured that so long as you and your successors remain loyal to the British Crown and faithful in the discharge of your obligations to the British Government, the estate of Bughat shall remain to your House a perpetual possession.

JOHN LAWRENCE.

*Dated 18th July 1864.*

## No. LXI.

TRANSLATION of a SUNNUD granting THAKOORAE JOOBUL to RANA POORUN CHUND of JOOBUL, under the Seal and Signature of CAPTAIN ROSS, dated 18th November 1815.

Whereas, on the expulsion of the Goorkhas, the whole of the hill territory has come into the possession of the British Government, this Sunnud agreeably to the orders of the Right Honorable the Governor-General, Lord Moira, received through General Sir David Ochterlony, is granted to Rana Poorun Chund, conferring upon him Thakoorae and Territory of Joobul, of which he shall hold possession in perpetuity, in the same manner as he did during the time of the Goorkhas. He shall exert himself to serve the Government in the following manner:—

1st.—He shall employ seventy begarees in the constant service of Government throughout the year.

2nd.—No nuzzuranah shall be taken from him.

3rd.—The armed retainers of Joobul shall join the British Force on the occasion of a war, and shall not serve any other power.

Begarees shall be supplied when required for the construction of roads.

*Dated 3rd Ughan 1872 Sumbhut, corresponding with 18th September 1815.*

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No. LXII.

TRANSLATION of a SUNNUD granted to ROODER PAUL of BUDJEE, dated 4th September 1815.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Rooder Paul, conferring on him and his heirs for ever the Thakoorae of Budjee, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Rooder Paul will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon, and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits; and if at any time the said Rooder Paul fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of

the Thakoorace, on their part, would be, considering Rooder Paul as their rightful lord, to obey him accordingly, and pay the revenues regularly.

*Detail.*

Forty begarees at Subathoo; to join with his force in case of war; to keep up roads throughout the Thakoorace. Nuzzuranah remitted.

No. LXIII.

TRANSLATION of a SUNNUD granting THAKOORACE BUDJEE to RANA RUN BAHADOOR SING, CHIEF of BUDJEE, dated 10th July 1845.

Whereas, on the 27th Kartick 1899 Sumbut, corresponding with 10th November 1841, Thakoor Rooder Paul, Chief of Budjee, of his own accord and free will, made over the administration of the affairs of Budjee to his son Rana Run Bahadoor Sing, and whereas a copy of a letter from the said Thakoor was transmitted in a report, No. 16, to Mr. Maddock, the Chief Secretary, for the orders of the Right Honorable the Governor-General, Lord Ellenborough, to which a reply, dated 12th November 1841, No. 1106, under the signature of the said Secretary, was received, granting the prayer of Thakoor Rooder Paul: This Sunnud is granted to Rana Run Bahadoor Sing, conferring upon him in perpetuity the said Thakoorace, with all the rights and appurtenances belonging thereto, on the condition that he shall pay year after year, Fusul after Fusul, a nuzzuranah of one thousand four hundred and forty Rupees in lieu of begarees, and that he shall, when required, appear in person with begarees and retainers as detailed below. It behoves him to promote the welfare of the people; to improve the cultivation; to secure the safety of the roads; to pay annually by instalments the fixed nuzzuranah; to appear in person with begarees and armed retainers when required; to show obedience to the British Officers; to abstain from encroaching on the territories of others; to obey the usual orders in respect to the supply of begarees and retainers from his ilaqua in time of need; and to consider himself bound to construct roads throughout his territory.

It will be the duty of the ryots of the said Thakoorace to consider Rana Run Bahadoor Sing as their rightful lord for ever, and not swerve from obedience to his orders.

*Detail.*

An annual nuzzuranah of one thousand four hundred and forty Rupees to be paid by him by instalments.

On the occasion of a war he shall join the British Officers in person with all his retainers.

He shall construct roads 4 yards broad in his territory.

*Dated 10th July 1845, corresponding with 4th Rajjib 1261 A.H., and 9th Assir 1902 Sumbut.*

## No. LXIV.

TRANSLATION of a SUNNUD granting THAKOORACE KOMHARSEIN to RANA KHER SING,  
under the Seal and Signature of GENERAL SIR DAVID OCHTERLONY.

*Dated 7th February 1816.*

Whereas the Goorkhas have been completely expelled from the Hill States, and the whole of the hill country has come into the possession of the British Government: This Sunnud is, by order of the Right Honorable the Governor-General, Lord Moira, granted under my seal and signature to the aforesaid Rana, conferring upon him in perpetuity Thakoorace Komharsein, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expenses of protection by the British Troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Rana will exert himself with zeal to promote the welfare of his ryots, to improve the cultivation of the lands, and to secure the safety of the roads, and ensure the due payment of his nuzzuranah for defraying the expenses of the troops protecting the hill country; and will be ready to appear in person when required, with begarees and armed retainers as set forth below; and will pay strict obedience to the British Government, and abstain from encroaching upon the lands of others. If at any time he shall fail in the performance of any of the above conditions, he will incur the displeasure of Government, and be dispossessed of the grant. Considering this Sunnud as a valid instrument, he will conform to its terms in the administration of the affairs of his territory.

It will be the duty of the ryots of the aforesaid Thakoorace to consider the said Rana, and after him his descendants, as their rightful lord; to pay their revenue punctually; to show obedience to his authority, and not to swerve from obedience to his reasonable orders.

*Detail.*

Forty begarees to be supplied\* throughout the year for the service of the Government.

He shall serve the Government in person with all his retainers on the occasion of war.

He shall construct in his territory roads 4 yards wide.

No nuzzuranah shall be taken.

*Dated 7th February 1816.*

\* The Sunnud of 1840 prescribes that the Rs. 2,000 a year in lieu of these begarees shall be paid in the following instalments:—

In April	...	...	Rs. 666	10	8
In August	...	...	„ 666	10	8
In December...	...	...	„ 666	10	8

## No. LXV.

TRANSLATION of a SUNNUD granted to RANA BHOOP SING of KOTHAR.

*Dated 3rd September 1815.*

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Rana Bhoop Sing, conferring on him and his heirs for ever the Thakoorace of Kothar, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoy, as specified below, in case of his being so required. The said Rana Bhoop Sing will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoy, as detailed below, when called upon; and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Rana Bhoop Sing fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakoorace, on their part, will be, considering Rana Bhoop Sing as their rightful lord, to obey him accordingly and pay the revenues regularly.

*Detail.*

Forty begarees, and making roads throughout the Thakoorace; and in case of war, joining the British troops with his whole force.

Nuzzuranah altogether remitted.

## No. LXVI.

TRANSLATION of a SUNNUD granted to GOBURDHUN SING of DHAMEE.

*Dated 4th September 1815.*

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Goburdhun Sing, conferring on him and his heirs for ever the Thakoorace of Dhamee, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoy, as specified below, in case of his being so required. The said Goburdhun Sing will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads,

and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoy as detailed below, when called upon ; and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Goburdhun Sing fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakoorace, on their part, will be, considering Goburdhun Sing as their rightful lord, to obey him accordingly, and pay the revenues regularly.

*Detail.*

Twenty begarees at Subathoo ; to make roads 12 feet broad ; nuzzuranah remitted ; to join in case of war with troops.

No. LXVII.

TRANSLATION OF A SUNNUD granted to THAKOOR JOOG RAJ of BULSUN.

*Dated 21st September 1815.*

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Thakoor Joog Raj conferring on him and his heirs for ever the Thakoorace of Bulsun, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoy, as specified below, in case of his being so required. The said Thakoor Joog Raj will promote the welfare of his ryots and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoy, as detailed below, when called upon, and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Thakoor Joog Raj fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms ; the duty of the ryots of the Thakoorace, on their part, will be, considering Thakoor Joog Raj as their rightful lord, to obey him accordingly, and pay the revenues regularly.

*Detail.*

Thirty begarees at Subathoo ; to attend with his force in case of war. Roads 12 feet broad. Nuzzuranah remitted.

## No. LXVIII.

TRANSLATION of a SUNNUD granted to THAKOOR SUNSAROO of MYLOG.

*Dated 4th September 1815.*

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Thakoor Sunsaroo, conferring on him and his heirs for ever the Thakoorace of Mylog, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops; and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Thakoor Sunsaroo will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon, and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Thakoor Sunsaroo fail in the performance of any of the above obligations (again enumerated), he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms; the duty of the ryots of the Thakoorace, on their part, will be, considering Thakoor Sunsaroo as their rightful lord, to obey him accordingly, and pay the revenues regularly.

*Detail.*

Forty begarees, nuzzuranah remitted; to keep up roads; to join with his troops in case of war.

## No. LXIX.

TRANSLATION of a SUNNUD granted to MAUN CHUND of BEEJAH.

*Dated 4th September 1815.*

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Maun Chund, conferring on him and his heirs for ever the Thakoorace of Beejah, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Maun Chund will promote the welfare of his

ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoy, as detailed below, when called upon, and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Maun Chund fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakoorae, on their part, will be, considering Maun Chund as their rightful lord, to obey him accordingly, and pay the revenues regularly.

*Detail.*

Five begarees ; roads ; nuzzuranah remitted ; to join with troops in case of war.

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No. LXX.

TRANSLATION of a SUNNUD conferring THAKOORAE TUROCH upon THAKOOR JHOOBOO, son of THAKOOR LUGOOCHUND, under the seal and signature of CAPTAIN ROSS.

*Dated 31st January 1819.*

Whereas the Goorkhas have been completely expelled from the Hill States, and the whole of the hill country has come into the possession of the British Government, and whereas the aforesaid Rana being absent on the occasion of the settlement which was ordered by the Right Honorable the Governor-General, Lord Moira, to be made in the Hill Territories, the grant of a Sunnud for Thakoorace Turoch to the said Rana was delayed: Now from the commencement of the year 1819, corresponding with 1234 A.H. and 1875 Sumbut, the abovenamed Rana being present, this Sunnud is granted to him under my seal and signature, conferring upon him in perpetuity Thakoorace Turoch, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and retainers, as set forth below, in case of his being so required, and of obedience to the British Government. It behoves him to exert himself in the administration of the affairs of his possessions; to consider himself a dependent of the Government, and not of any other power; to abstain from encroaching upon the territories of others; to promote the welfare of the people; to improve the cultivation of the land; and to secure the safety of the roads. If at any time he fail in the performance of any of the above conditions, he shall be dispossessed of the grant. Considering this Sunnud as a valid instrument, he will conform to the foregoing conditions in the administration of the affairs of his territory. It will be the duty



of the ryots of the said Thakoorace to regard the aforesaid Rana and his descendants as their rightful lord, to obey him accordingly, and pay the revenues regularly.

*Detail.*

Eight begarees to remain in attendance throughout the year.

No nuzzuranah shall be taken.

He shall construct roads throughout his territory.

He shall join the British Officers in person with his armed retainers and begarees on the occasion of war.

*Dated 31st January 1819, corresponding with 1st Rubbeoossanee 1234 A.H.*

No. LXXI.

TRANSLATION of an Agreement taken from RUNJEET SINGH to govern the TUROCH STATE in justice and in equity.

Whereas it having pleased the Right Honorable the Governor General of India to confer upon me the grant of the Thakoorace of the territory of Turoch ; I, Runjeet Sing, son of Thakoor Kurrum Sing of Turoch deceased, do bind myself, my heirs and successors, to perform truly, diligently, and faithfully the whole of the several conditions specified in this agreement, *viz.* :—

1st.—That I will punctually pay into the Government Treasury the amount of tribute as heretofore.

2nd.—That I will without excuse or objection pay to Seyam Sing, pending further orders, the annual sum of five hundred Rupees allotted to Jhooboo and Seyan Sing by Government.

3rd.—That I will abolish the practice which hitherto prevailed of levying a fine from both parties in a suit after adjustment; and that the said practice shall only affect the guilty party in future.

4th.—I agree to discontinue the practice which has hitherto prevailed in Turoch, of wantonly dispossessing a subject of his patrimonial inheritance in land, and giving it to another in consideration of a nuzzuranah. Such an evil custom shall have no support from me.

5th.—I shall not adopt, nor permit the improper practice which has prevailed in cases where a woman having been seduced and taken to the house of her seducer, the husband or plaintiff on suing for the recovery of the marriage portion or expenses does not receive justice, as the money in question is seized by the Chiefs and his followers. I shall do justice to all parties.

6th.—The practice which obtained of the Chieftain seizing entirely upon the goods and chattels of any of his subjects who may die without issue, thus leaving the widow and mother of the deceased destitute and without

assistance, shall be henceforth put a stop to. I shall leave all the deceased's property whether in cash or kind for the maintenance of his mother and widow, to whom I will also extend my protection.

7th.—I will exterminate from Turoch the objectionable practice of female infanticide and punish severely all cases that may occur.

8th.—No suttees shall be permitted throughout the Turoch territory.

9th.—No dealings in slave shall be permitted.

10th.—I further bind myself, my heirs and successors, to preserve the inhabitants in peace and contentment, avoiding all oppression and tyranny and preventing it in others. On the contrary I shall govern with justice and equity, and continue steadfast in my allegiance and loyalty to the British Government, and since it has pleased the Government to bestow the succession on me, I shall commit no act of injustice; but will cheerfully comply with all orders that may be conveyed to me, and lastly I bind myself, my heirs and successors, to observe inviolate for ever the whole of the several conditions herein specified, in the fulfillment and performance of which there shall be no falling off whatsoever. In witness whereof I have hereunto set my hand and seal this 12th day of April 1843.

(True translation.)

(Sd.) JOHN C. ERSKINE,  
*Sub-Commr., N.-W. F.*

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No. LXXII.

TRANSLATION of a SUNNUD granting THAKOORAE TUROCH to THAKOOR RUNJEET SING, son of THAKOOR KURM SING, under the seal and signature of the HONORABLE JOHN ERSKINE, Sub-Commissioner and Superintendent of the N.-W. Frontier.

*Dated 27th June 1843.*

Whereas, in terms of a letter from Mr. Secretary Hamilton, No. 2, dated 6th July 1843, and also of paragraphs 38 to 40 of a letter from the Honorable Court of Directors, No. 15, dated 31st August 1842, Thakoorae Turoch was granted to the above Thakoor, this Sunnud is now given to him under my seal and signature, conferring upon him in perpetuity the aforesaid Thakoorae, with all the rights and appurtenances belonging thereto. It behoves him to consider himself a dependent of the British Government, and not of any other power; to promote the welfare of the people; to improve the cultivation of the lands; to look to the security of roads; to construct roads in his Ilaqua; to appear in person with begarees and armed retainers according to his means when required; to pay annually by three instalments two hundred and eighty-eight Rupees, which have hitherto been paid into the Government Treasury, and also to pay by instalments an annual

sum of two hundred and fifty Rupees, on account of Sheam Sing, a former Thakoor of Turoch; and not to deviate from the terms of the agreement which is on record in this Office regarding the settlement of Thakoorae Turoch and the protection and safety of the people.

It will be the duty of the ryots of the said Thakoorace to consider him, and, after him, his descendants, as their rightful lord; to pay their revenue punctually; to be obedient to him, and not to refuse to execute his reasonable orders.

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### No. LXXIII.

TRANSLATION of a SUNNUD granted to THAKOOR ROY MUNGREE DEO of KOONHIAR.

Whereas the Goorkhas have been completely expelled from these districts, and the whole of the hill country has come into the possession of the British Government: Wherefore, by order of the Right Honorable the Governor-General, this Sunnud is granted to Thakoor Roy Mungree Deo, conferring on him and his heirs for ever the Thakoorae of Koonhiar, with all the rights and appurtenances belonging thereto, on condition of his paying annually the stipulated nuzzuranah for defraying the expense of protection by the British troops, and of his attending with begarees and sepoys, as specified below, in case of his being so required. The said Thakoor Roy Mungree Deo will promote the welfare of his ryots, and the cultivation of the lands, and look to the security of the roads, and ensure the due payment of his nuzzuranah for defraying the expense of British troops, and be ready to attend with begarees and sepoys, as detailed below, when called upon, and will pay strict obedience to the British Government, and abstain from encroaching beyond his own limits. And if at any time the said Thakoor Roy Mungree Deo fail in the performance of any of the above obligations (again enumerated) he will be dispossessed. Considering this Sunnud as a valid instrument, he will conform to its terms. The duty of the ryots of the Thakoorace, on their part, will be, considering Thakoor Roy Mungree Deo as their rightful lord, to obey him accordingly, and pay the revenues regularly.

#### *Detail.*

Five begarees; roads, 12 feet; nuzzuranah remitted; to join with troops.

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### No. LXXIV.

TRANSLATION of a SUNNUD conferring the THAKOORAI of SANGRI and the fort of KANGUL with the Pergunnah of Checkul upon RAJA BIKERMAJEET of KULLOO.

Whereas the Goorkhas have been completely expelled from the hill district, and all the places of this district have come into the possession of the British Government, and whereas the fort of Kangul with the Pergunnah

of Cheekul and the Thakoorai of Sangri was during the time of the Goorkhas held by the Raja of Kulloo, therefore now, agreeably to the order of the Right Hon'ble Lord Moira, the Governor-General, to General Sir David Ochterlony, the fort of Kangul with the Pergunnah of Cheekul and the Thakoorai of Sangri with all the rights and appurtenances belonging thereto is conferred upon Raja Bikermajeet of Kulloo. It behoves the said Raja to consider this Sunnud as a valid instrument, to hold possession of the fort of Kangul, the Pergunnah of Cheekul, and the Thakoorai of Sangri, to abstain himself from encroaching beyond his own old limits in the possession of others, to improve the condition of the people, to distribute justice to the aggrieved, to obey the officers of the Company Bahadoor, and to execute their orders with promptitude and zeal. On the occasion of a war, the troops and begarees of the Raja of Kulloo should be in attendance for the purpose of performing the work of Government. He shall consider it incumbent upon him to construct roads in all directions of the said Talooka, Pergunnah and Thakoorai whenever he is required to do so by the officers of the Company.

It will be the duty of the ryots of the pergunnah of Cheekul and the Thakoorai of Sangri to regard Raja Bikermajeet as their rightful lord, and leave nothing undone of their duty to him.

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No. LXXV.

TRANSLATION of a SUNNUD granting THAKOORAE MANGUL to RANA BAHADOOR SING of MANGUL, under the seal and signature of CAPTAIN ROBERT ROSS, DEPUTY SUPERINTENDENT of SIKHIND and the HILL STATES.

• *Dated 20th December 1815.*

Whereas, on the expulsion of the Goorkhas from the hill country, all these districts have come into the possession of the British Government, this Sunnud is granted to Rana Bahadoor Sing according to the orders of the Right Honorable the Governor-General, Lord Moira, received through General Sir David Ochterlony, conferring upon him Thakoorae Mangul. He shall hold possession of it in perpetuity in the same manner as he did during the time of the Goorkhas, and abide by the following terms, *viz.* :—

1st.—He shall supply begarees for the constant service of Government throughout the year.

2nd.—Nuzzuranah and Mamela should not be taken from him.

3rd.—On the occasion of war he shall join the British Army with his retainers.

4th.—He shall, on requisition, supply begarees from his Ilaqua for the construction of roads, and execute orders of the British authorities with zeal and alacrity.

*Dated 20th December 1815, corresponding with 6th Pooos 1812 Sumbut.*

## No. LXXVI.

TRANSLATION of a SUNNUD granting THAKOORAE DURKOTEE to RANA SUTES RAM  
under the seal and signature of CAPTAIN ROBERT ROSS.

*Dated 10th Ughan 1872 Sumbut.*

Whereas all the Ranas of the hill country and its neighbourhood are under the rule of the British Government, and also the Thakoor of Durkotee is subject thereto, Captain Ross directs that Rana Sutes Ram of Durkotee shall always be under the control of the British Government, and shall not place himself under the authority of any other power. Other Ranas shall have no concern with Durkotee, and shall not dispute in any wise the right of the said Rana Sutes.

## TRANS-SUTLEJ STATES.

*From reports by the Punjab Government and original papers in the Foreign Office.*

*Kuppoorthulla.*—The Chief of Kuppoorthulla at one time held possessions both in the Cis and Trans-Sutlej, and also in the Baree Doab. The scattered possessions in the Baree Doab were gained by the sword, and were the first acquisitions made by Sirdar Jussa Sing, the founder of the family. In them lies the village of Aloo, whence the family spring, and from which the style of Aloowalia is derived. The Trans-Sutlej estates were also acquired by conquest, and from the chief city therein, Kuppoorthulla, the family derives its general designation. Of the Cis-Sutlej possessions, some were conquered, and some were granted by Maharajah Runjeet Sing, prior to September 1808. The total value of the Cis-Sutlej possessions was estimated at Rupees 5,65,000.

By the Treaty of the 25th April 1809, the Sirdar of Kuppoorthulla was pledged to furnish supplies to British troops moving through or cantoned in his Cis-Sutlej territory; and by Article 5 of the Declaration of the 6th May 1809, he was bound to join the British standard with his followers during war.

In 1826 the Sirdar, Futteh Sing, fled to the Cis-Sutlej States for the protection of the British Government against the aggressions of Runjeet Sing, and protection was accorded. It was declared that the Aloowalia Chief was under British protection in respect to his ancestral possessions east of the Sutlej, but dependent on Lahore for places conferred by the Lahore Government prior to September 1808, *viz.*, Bussee, Naraingurh, and Jugraon. The protection of the British Government, however, extended over both.

In the first Sikh war the troops of Kuppoorthulla fought against the British at Aliwal, and in consequence of these hostilities and of the failure of the Sirdar to furnish supplies from his Cis-Sutlej estates to the British army, his Cis-Sutlej estates were confiscated. When the Jullundur Doab came under the dominion of the British Government in 1846, the Trans-Sutlej possessions of the Aloowalia Sirdar were maintained in his independent possession, conditional on his paying to the British Government a commutation in cash of the service engagements by which he had previously been bound to the

Government of Lahore. The value of the Jullundur estates was estimated at Rupees 5,77,763. The conditions of the confirmation were in favour of the Sirdar and the heirs of his body lawfully begotten, on condition of good conduct and good management, that no customs or duties of any kind be levied, and that he make and keep in repairs the high roads through his lands.

The commutation for military service in the Jullundur Doab was fixed at Rupees 1,38,000, but subsequently a reduction of Rupees 7,000 was made from this on account of the Noormahal jaghire, which was included with the Kuppoorthulla territory when first calculating the tribute due by the Rajah, but which was afterwards declared to be distinct therefrom. The Baree Doab estates, estimated to yield Rupees 25,270, but which have since been assessed at Rupees 16,742, were released to Sirdar Nihal Sing on a life tenure, and subject to British jurisdiction.

In 1849 Sirdar Nihal Sing was created a Rajah. He died in September 1852, and was succeeded by his son, Rundheer Sing. During the mutiny of 1857, and subsequently in Oudh in 1858, Rajah Rundheer Sing rendered service to the British Government. In recognition of his services performed at that time in the Jullundur Doab, the Government, among other rewards, remitted a year's tribute, and permanently reduced the tribute by Rupees 25,000. The Rajah, however, requested that the hereditary jaghire in the Baree Doab, which had been resumed on the death of Rajah Nihal Sing in 1852, though of less present value, might be restored to him in lieu of the remission of tribute. This request was complied with, and the jaghire was released to the Rajah in perpetuity, the civil and police jurisdiction remaining in the hands of the British authorities. The tribute payable by the Rajah accordingly stands at its former amount, *viz.*, Rupees 1,31,000.

For his services in Oudh the Rajah received the estates of Boundee and Bithowlee in perpetuity, with remission of half the revenue (No. LXXVII.).

By a Sunnud (No. LXXVIII.) the Rajah was guaranteed the right of adoption. In 1864 the Rajah was created a Knight of the Most Exalted Order of the Star of India.

Rajah Nihal Sing shortly before his death in 1852 executed a will empowering his two younger sons Bikrama Sing and Suchet Sing to claim a partition of the fief. Dissensions arose among the brothers, and in 1853

Suchet Sing demanded and received his share, which he held independently of the Rajah and as a jaghiredar of the British Government.

In 1859 Suchet Sing having become reconciled to his brothers, desired that the arrangement ordered by his father's will might be set aside, and the lands restored to the Kuppooorthulla State, to be held by him in subordination to the Rajah. This request was sanctioned by the British Government, and the dismemberment of the State having thus been prevented by voluntary agreement between the brothers, the cancelment of the will and the restoration to the Rajah of his territory on the same footing as it existed in former times were announced by Lord Canning at a Durbar held on the 31st January 1860, at which all the brothers were present. In 1866 dissensions again arose among the brothers, and Bikrama Sing and Suchet Sing claimed the execution of their father's will. It was decided, however, that Lord Canning's order should be upheld, that the Rajah should exercise paramount authority over the whole of the Kuppooorthulla State, and that the younger brothers should each receive Rupees 60,000 per annum in cash, the net annual value of the property bequeathed to them.

Rajah Rundheer Sing died on the 2nd April 1870 whilst on a voyage to England, and was succeeded by his eldest son, Khurruck Sing, then twenty-one years of age. In consequence of the illness of the Rajah, it was found necessary, in 1875, to appoint a British officer as Superintendent of the State, under the general control of the Commissioner of Jullundur.

The area of the Punjab possessions of the Rajah of Kuppooorthulla is 800 square miles; that of the Oudh estates 850 square miles. The population in the estates in Oudh and in the territories in the Punjab respectively are estimated at 220,000 and 250,000 souls. The revenue is approximately Rupees 17,00,000. The force consists of three fort guns, 12 field guns, 198 cavalry, 1,014 infantry, and 200 police. The Rajah receives a salute of eleven guns.

*Mundee*.—This ancient Hindoo Rajpoot principality came into the possession of the British Government by the Lahore Treaty of the 9th March 1846. Full sovereignty was conceded (No. LXXIX.) to the Rajah Bulbeer Sein, his heirs and those of his brothers, according to seniority, unless specially set aside by Government for incapacity or misconduct.



On the death of Rajah Bulbeer Sein, in 1851, a Council of Regency was appointed to conduct the administration during the minority of his son, Bijji Sein, the present Rajah, who was then four years old.

Rajah Bijji Sein was entrusted with the administration of the State in 1866, but its affairs soon fell into such disorder, that it was found necessary to address a severe warning to the Rajah and to appoint a British officer as Councillor. Under his advice reforms were carried out, and the administration having been put on a satisfactory footing, he was withdrawn in 1873.

In consequence of the loss of revenue produced by the introduction into British territory of untaxed salt from the Mundee mines, an arrangement was made with the Rajah in 1870, by which the price of salt at the Mundee mines was doubled and the increase made over to the British Government as compensation for the loss of revenue. A customs establishment for registering the sale and destination of the salt was stationed at the mines. This arrangement was modified in 1875, and the establishment withdrawn, the Rajah agreeing to pay an annual sum of Rupees 50,000, to keep up an efficient registering establishment, and not to lower the existing price of Mundee salt without the consent of the British Government.

The right of adoption has been conferred on the Rajah by Sunnud (No. XXXVIII.).

The area of Mundee is 1,200 square miles; its population is 135,000 souls; and its revenue Rupees 3,65,000. The State pays a tribute of Rupees 1,00,000. The Rajah has a military force of 2 field and 1 other gun, 20 artillerymen and 50 infantry. He receives a salute of eleven guns.

*Chum̄ba*.—This is an ancient Hindoo Rajpoot principality, which came into the possession of the British Government in 1846, and part of which was made over to Maharajah Golab Sing.

By an agreement with the Maharajah of Cashmere in 1847, Chum̄ba came again entirely under the British Government, and a Sunnud (No. LXXX.) was given to the Rajah, Siree Sing, assigning the Chum̄ba territory to him and to his male heirs who are entitled to inherit according to the shastres, and on failure of direct issue, to the heirs of the brothers according to seniority. If under any of the Rajahs misgovernment should exist, the Government may depose that Rajah, and place on the throne any other of the family.

In 1854 the sanitarium of Dalhousie, in the Chumba territory, was made over to Government by the Rajah, the stipulation being that Rupees 2,000 should be remitted from the yearly tribute, which until 1867 stood at Rupees 10,000. In that year a further remission of Rupees 5,000 per annum was made in compensation for lands taken up for military purposes.

A Sunnud (No. XXXVIII.) was given to the Rajah conferring on him the right of adoption. In 1864 the Rajah of Chumba leased (No. LXXXI.) all the forests in his territories to the British Government. In 1872 the above agreement was superseded by another lease (No. LXXXII.) for the conservancy of the Forests in Chumba.

In 1862, at the request of the Rajah, who had become deeply involved in debt, a British officer was appointed Superintendent with the most beneficial results to the State, the revenue having risen in eight years from Rupees 1,20,000 to Rupees 1,73,000.

Rajah Siree Sing died, without issue, in October 1870; and as by the terms of the Sunnud the succession in default of legitimate heirs devolved upon the eldest of the surviving brothers, Gopal Sing, half-brother of Rajah Siree Sing, was recognized as Chief of Chumba, to the exclusion of his younger brother, Suchet Sing, who claimed the Chiefship on the ground of his being the full brother of the late Rajah.

In April 1873 Gopal Sing, finding himself incapable of governing the country, abdicated in favour of his son, Sham Sing, then a boy of eight years of age. Suchet Sing renewed his claims to the Chiefship, but they were again rejected.

The administration of Chumba is carried on during the young Rajah's minority by a British officer, in concert with officials of the Chumba State.

The area of Chumba is 3,216 square miles; the population 140,000 souls; the revenue is now about Rupees 1,90,000. The military force consists of one field and three other guns and 160 infantry and police. The Rajah receives a salute of eleven guns.

*Suket*.—This ancient Hindoo Rajpoot principality also came into the possession of the British Government by the Treaty of Lahore. In 1846 full sovereignty was conceded (No. LXXXIII.) to the Rajah Uggar Sein,

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his heirs and those of his brothers, according to seniority, unless specially set aside by Government for incapacity or misconduct.

The right of adoption was conferred on the Rajah by Sunnud (No. XXXVIII.). Rajah Uggar Sein died in 1875 and was succeeded by his son Rudar Sein, now forty-seven years of age. The Rajah keeps up a force of 40 cavalry and 500 infantry. He receives a salute of eleven guns.

The area of Suket is 420 square miles, with a population of about 45,358 souls. Its revenue amounts to about Rupees 67,754.

Sunnuds (Nos. LXXXIV.) granting the right of adoption were also given to Sirdar Shumsher Sing, Sindhanwalla, and Rajah Tej Sing. These, however, are ordinary jaghiredars, having ordinary magisterial and revenue powers within their estates, but no powers of government. Rajah Tej Sing died in December 1862, and was succeeded by his adopted son Hurbuns Sing.

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**No. LXXVII.**

**TRANSLATION of a SUNNUD granting the ESTATES of BOUNDEE and BITHOWLEE to RAJAH RUNDHEER SING BAHADOOR of KUPPOORTHULLA.**

*Dated 15th April 1859.*

Whereas it appears from the report of the Chief Commissioner of Oudh, that during the disturbances Rajah Rundheer Sing Bahadoor Ahloowalla, from loyalty to the British Government, came in person to Lucknow at the head of his troops and rendered valuable service: as a mark of satisfaction, I hereby confer upon Rajah Rundheer Sing Bahadoor the zemindaree of Boundee and Bithowlee at half revenue in istumraree tenure, on the condition that in time of difficulty and danger the Rajah shall render military and political service. It is understood that this grant confers on the Rajah only the rights enjoyed by the former proprietors of the above zemindaree, and nothing more.

A khillut of the value of Rupees 10,000 (ten thousand Rupees) is bestowed upon the Rajah.

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**No. LXXVIII.**

**TO FURZUND DILBUND RASEKOOL ITHQAD RAJAH RAJEGAN RAJAH RUNDHEER SING BAHADOOR, of KUPPOORTHULLA.**

Her Majesty being desirous that the governments of the several Princes and Chiefs of India, who now govern their own territories, should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future Rulers of your State of a successor, according to Hindoo Law and to the customs of your race, will be recognized and confirmed.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

*5th March 1862.*

(Sd.) CANNING.

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**No. LXXIX.**

**TRANSLATION of a SUNNUD from the GOVERNOR-GENERAL, granting the STATE of MUNDEE to RAJAH BULBEE SEIN of MUNDEE.**

*Dated 24th October 1846.*

Whereas by the Treaty concluded between the British and Sikh Governments, on 9th March 1846, the hill country has come into the possession of the Honorable Company; and whereas Rajah Bulbeer Sein, Chief of Mundee, the highly dignified, evinced his sincere attachment and devotion to the

British Government: the State of Mundee, comprised within the same boundaries as at the commencement of the British occupation, together with full administrative powers within the same, is now granted by the British Government to him and the heirs male of his body by his Ranee, from generation to generation. On failure of such heirs, any other male heir who may be proved to the British Government to be next of kin to the Rajah, shall obtain the above State with administrative powers.

Be it known to the Rajah, that the British Government shall be at liberty to remove any one from the Guddee of Mundee who may prove to be of worthless character and incapable of properly conducting the administration of his State, and to appoint such other nearest heir of the Rajah to succeed him, as may be capable of the administration of the State and entitled to succeed. The Rajah or any one as above described, who may succeed him, shall abide by the following terms entered in this Sunnud, *viz.*—

1st.—The Rajah shall pay annually into the treasury of Simla and Subathoo, one lakh of Company's Rupees as nuzzuranah by two instalments, the first instalment on the 1st of June, corresponding with Jeth, and the second instalment on the 1st November, corresponding with Kartick.

2nd.—He shall not levy tolls and duties on goods imported and exported, but shall consider it incumbent on him to protect bankers and traders within his State.

3rd.—He shall construct roads within his territory not less than 12 feet in width, and keep them in repair.

4th.—He shall pull down and level the Forts of Kumlagurh,\* Anundpore, &c., and never attempt to re-build them.

5th.—On the breaking out of disturbances, he shall, together with his troops and hill porters, whenever required, join the British army, and be ready to execute whatever orders may be issued to him by the British authorities, and supply provisions according to his means.

6th.—He shall refer to the British Courts whatever dispute may arise between him and any other Chief.

7th.—In regard to the duties on the iron and salt mines, &c., situated in the territory of Mundee, rules shall be laid down after consultation with the Superintendent of the Hill States, and those rules shall not be departed from.

8th.—The Rajah shall not alienate any portion of the lands of the said territory without the knowledge and consent of the British Government, nor transfer it by way of mortgage.

9th.—He shall so put a stop to the practices of slave dealing, suttee, female infanticide, and the burning or drowning of lepers, which are opposed to British laws, that no one shall venture in future to revive them.

\* The condition regarding the Fort of Kumlagurh was afterwards modified, and the Rajah was allowed to preserve the upper buildings of the principal height, which contain shrines and temples; but the buildings on the other heights, not close to the temples, and especially the tombs, were to be destroyed. Not more than twenty men and six light guns for salutes were to be kept in the fort.

It behoves the Rajah not to encroach beyond the boundaries of his State on the territory of any other Chief, but to abide by the terms of this Sunnud, and adopt such measures as may tend to the welfare of his people, the prosperity of his country, and the improvement of the soil, and ensure the administration of even-handed justice to the aggrieved, the restoration to the people of their just rights, and the security of the roads. He shall not subject his people to extortion, but keep them always contented. The subjects of the State of Mundee shall regard the Rajah and his successors as above described to be the sole proprietor of that territory, and never refuse to pay him the revenue due by them, but remain obedient to him, and act up to his just orders.

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No. LXXX.

TRANSLATION of a SUNNUD from the GOVERNOR-GENERAL, granting the Territory of CHUMBA to RAJAH SREE SING, dated 6th April 1848.

Whereas all the northern and eastern hill territory, between the Rivers Sutlej and Sindh, formerly attached to the territory of the Punjab, has been transferred to the British Government by the Treaty of the 9th March 1846, concluded between the Honorable Company and the Government of Lahore, the country of Chumba, which, at the time the above Treaty was concluded, was in the possession of the Rajah of the place, is hereby conferred in perpetuity upon him and his heirs male, who, according to the shastres, may be deemed his rightful successors. In the event of the Rajah leaving no male heirs, his next brother, who may be the eldest of the surviving brothers, will succeed him. The Rajahs of Chumba will retain full administrative powers within the limits of their own country, on the following conditions, *viz* :—

1<sup>st</sup>.—The Rajah shall pay every year into the treasury of Kangra an annual sum of twelve thousand Rupees by two instalments: the first instalment to be paid in the month of Cheit; the second in the month of Magh.

2<sup>nd</sup>.—The Rajah shall at once abolish in his country the suttee rites, female infanticide, the slave trade, and the practice of mutilation.

3<sup>rd</sup>.—The Rajah shall protect merchants and travellers, and abolish sayer duties, &c., in his territory.

4<sup>th</sup>.—The Rajah shall cause roads 12 feet wide to be constructed through his country, and shall keep them in good repair.

5<sup>th</sup>.—On the occasion of war, the Rajah shall join the British army, furnish provisions, and supply soldiers on a monthly pay of five Rupees each, and bearers to carry baggage on a salary of four Rupees each per mensem. Should any of the Rajahs of Chumba mismanage the affairs of the country, the British Government will remove him and appoint in his place another of the family. It is not the object of the British Government to take the country into its hands: the only thing which it has in view, is that, from the good management of the territory and the impartial administration of justice, the people should continue to enjoy peace and happiness.

6/4.—If a dispute of any kind arise between the Rajah of Chumba and any other chief, the case shall be laid before the British Government, and the Rajah shall abide by the decision which the Government shall pass thereon. Without the consent of the British Government, the Rajah shall enter into no negotiations with any other chief, but shall confine himself to his own country, and exert himself to the utmost to promote the welfare and happiness of his people, to increase the cultivation of the territory, and to administer justice to all.

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No. LXXXI.

AGREEMENT for the LEASE of the CHUMBA FORESTS.

The Rajah of Chumba finding great difficulty in arranging for the preservation of the forests in his territory has requested the aid of the British Government and has agreed to give to the British officer whom the Government may appoint for this purpose the sole control of the forests in the territory of Chumba. To give effect, therefore, to the wishes of the Rajah, the following arrangements are agreed to by the Rajah of Chumba on the one hand and by and on behalf of the British Government on the other hand :—

ARTICLE 1.

The sole control of all forests in the territory of Chumba is vested in the British Government, who shall appoint an officer to be Conservator of the same.

ARTICLE 2.

The British Government shall be at liberty to place under strict conservancy management such forest tracts as it shall from time to time select, and to lay down such general rules as it thinks proper for the control of all forests.

ARTICLE 3.

Such exemption from these rules shall be granted, or such other arrangements shall be made as shall be necessary to prevent interference with any acknowledged or established rights of the inhabitants of Chumba to cut wood for their own use.

ARTICLE 4.

No contractor or other person shall be allowed to cut timber in any of the forests within the Rajah's territories, except with the express permission of the Conservator, and on the rates and under the conditions fixed by him.

ARTICLE 5.

For every Deodar (Kelu) tree felled on the Chenab, and its tributaries and within the Chumba territory by authority of the Conservator, the British

Government shall pay to the Rajah of Chumba four (4) Rupees, and on the Ravee and its tributaries for each Deodar (Kelu) five (5) Rupees, and for other trees as follows :—

Akhrot, Walnut, three (3) Rupees per tree. .

Boorj, Birch, one Rupee eight annas (1-8) per tree.

Susoon, Ash, and all other descriptions, including inferior sorts of pine, two (2) Rupees.

The above rates shall be understood to refer to trees above six (6) feet in girth, measured at man's height from the ground; for trees of a smaller size half rates shall be paid.

Out of this sum one (1) Rupee per tree is to be set aside for conservancy purposes, of which the following is to be considered a detail :—

I.—Planting trees, fencing in young plantations, and arboriculture generally.

II.—For local daks.

The expenditure for such conservancy to be entirely under the control of the Conservator, and that of the daks under the Rajah's agency.

III.—The balance from this fund after paying expenses as above to be divided evenly between the Forest Department and the Rajah, and to be expended at the discretion of each on the construction and improvement of roads and communication generally.

IV.—That for each of the two official years, namely, 1864-65 and 1865-66, the Rajah will receive from the Conservator of Forests the sum of Rupees one thousand (1,000) in lieu of all his claims to waif timbers on the Ravee within his territories, and that after that period and during the currency of this lease he will receive five hundred (Rupees 500) per annum on this account, all such timber becoming from date of said lease the property of the British Government.

#### ARTICLE 6.

The accounts shall be made up half-yearly to 30th April and 31st of October, and shall be rendered to the Rajah, and the payments made at the above-mentioned rates half-yearly in the months of May and November.

#### ARTICLE 7.

The British Government shall manage the Chumba forests in accordance with the general system of forest management which may be in force for similar forests within the territories of the British Government, and for the preservation of the same shall maintain such establishments as it shall consider suitable in each case. The British Government will defray all the expenses of these establishments connected with the conservancy of forests except as provided for in paragraph 5, Clauses 2 and 3.



## ARTICLE 8.

The British Government, or the contractors employed by it, will defray all expenses of felling and transporting the timber, and they shall be at liberty to dispose of it by sale or otherwise at their pleasure, subject to no other claim from the Rajah than the payments referred to in paragraph 5 of the present Agreement; and it is distinctly understood that any former or customary charge on the *employés* of the British Government, such as "Dulalee," &c., is now abolished.

## ARTICLE 9.

All timber passing down the Rivers Chenab and Ravee across the boundary of the Chumba territory, unless covered by a pass from the Conservator and duly marked in the manner described in the pass, shall be presumed to be the property of the British Government, and may be taken possession of as such by the Conservator or his Agents, and the onus of proving the timber to belong to any other person shall rest upon such person.

## ARTICLE 10.

The Conservator shall be authorized to exercise within the Chumba territory the powers of a Subordinate Magistrate of the 1st Class, as described in Act XXV. of 1861, for the trial of offences against property, and relating to property marks, mischief, assaults, and contravention of such forest rules as may from time to time be in force in the territories under the Government of the Punjab.

## ARTICLE 11.

The Rajah engages to render every aid required by the Conservator in the exercise of the above powers for apprehending offenders or supposed offenders and for enforcing the penalties awarded by him.

## ARTICLE 12.

This agreement shall continue in force for a period of twenty (20) years from the 1st of May 1864, but on the expiry of that term shall be renewable at the pleasure of the British Government for a further period of (20) twenty years, and shall then be again renewable in like manner until the term of ninety-nine (99) years from the original date (1st May 1864) shall have expired. At the expiry of that period it shall be at the option of the Rajah to renounce the agreement or enter into a fresh one.

Provided that any revision or modification of the rates and mode of payment described in Clauses 5, 6, and 13 that shall be agreed to by both contracting parties may take place at any time without affecting the continuance of the agreement or any of its provisions.

## ARTICLE 13.

In order to secure to the Rajah a fixed moderate income from his forests, the British Government agree that a minimum payment of Rupees twenty

thousand (20,000) per annum be fixed, and that in the event of its not cutting wood to that amount in any year, the Rajah will still receive from the said Government this sum as rent, and in event of the value of annual cutting being in excess of twenty thousand (Rupees 20,000) the British Government agree to pay amount at the rates fixed and as in this lease.

*Executed this the tenth (10th) day of September 1864 (eighteen hundred and sixty-four), 27th Badon 1921, at Dalhousie, in presence of the undersigned.*

(Sd.) C. V. JENKINS, *Asst. Commr.,*  
*Offg. Supdt. of Chumba State.*

Signature of Rajah fixed in my presence.

(Sd.) EDWARD PRINSEP, *Settlement Commr.,*

(Sd.) GEORGE MCANDREW, *Major,*  
*Depy. Insp.-Genl. of Police.*

Certified that the word additional, and as noted in the terms of this lease and in paragraph 13, having been erroneously entered in this and 13th paragraph of this lease, is hereby erased by me and altered as above, and in compliance with docket memo. No. 3761, Public Works Department, dated 19th November 1864, Lahore.

(Sd.) C. V. JENKINS, *Asst. Commr.,*  
*Offg. Supdt. of Chumba.*

CHUMBA,  
November 22nd, 1864. }

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### No. LXXXII.

Whereas, by the terms of an agreement bearing date at Dalhousie the tenth day of September 1864, His Highness the Raja of Chamba, having requested the aid of the British Government in the management of his forests, has, for that purpose, leased the said forests to the British Government; and whereas certain additions to, and alterations in, the said agreement having been from time to time consented to by the parties thereto: it is advisable now to embody the said additions and alterations in a new form of agreement, and also, at the same time, to make more definite provision by the terms of such agreement for the proper conservancy of the forests aforesaid.

The following articles have been agreed upon between His Highness the Raja of Chamba, of the one part, and Major-General Reynell George

Taylor, c.B., c.s.r., Commissioner, at present, for the Amritsar Division of the Punjab, on behalf of the British Government, of the other part:—

I.—From and after the date of the execution of this present agreement, the former agreement bearing date at Dalhousie the 10th day of September 1864, shall cease to be of force, and shall be deemed to be cancelled and superseded by this present agreement.

II.—The term “Forest,” as used in these articles, shall mean and include—

(a).—Those tracts of country covered with trees, or from which the trees have been felled, which, for seven years past and upwards, have paid no revenue as cultivated land to the Chamba State.

(b).—Such other tracts of land, cultivated, or uncultivated, covered with trees or barren, as the Raja of Chamba may from time to time consent to give up for the purpose of consolidating or extending the area of any existing forest, or of forming new plantations or forests.

III.—With the exception of the forests enumerated in Article VI., all forests in territories subject to His Highness the Raja of Chamba shall be preserved, worked, and managed according to the rules set forth in the schedule hereto annexed, and the right to the produce thereof shall vest in the several parties therein declared to be entitled thereto.

Provided that the said rules shall be in force for three years from date of this agreement, at the end of which time the British Government may call for a report thereon and decide whether they shall continue as they are or be in any respect added to, modified, or amended.

IV.—The Raja of Chamba agrees to grant to the British Government during the currency of this agreement, all his rights in unclaimed, waif and wind-fall timber on the rivers “Chenab” and “Ravi” and their several tributaries, and in all other parts of his territories; and further to grant to the said Government the entire control of rivers and streams coming from and passing through the forests in so far as concerns the floating, management or collection of timber in transit to the timber depôts.

V.—The British Government may invest all or any of the officers in whom, under the said rules, the control of any forest, or of timber-floating operations, is vested with all or any of the powers of a Magistrate as described in the Code of Criminal Procedure in force in British India, to be exercised within the Chamba territory, for the purpose of trying and punishing offences against the rules aforesaid.

And the Rajah of Chamba engages to render every aid required by the officer or officers authorized to exercise such powers for bringing to justice all persons charged with offences against the rules, and for enforcing the judgment awarded against them.

VI.—The following forest, groves, and trees shall be excluded from the operation of Article III., that is to say—

(1.) The forests known as “Jamwar and Kajjia,” as demarcated and defined according to the terms of a letter from the Superintendent of the

Chamba State to the Secretary to the Government of the Punjab in the Department of Public Works, No. 22, dated July 5th, 1869.

(2.) Two hundred trees (200) of "Kelu" (*Cedrus Deodara*) around the temple at Kilar; 20 of the same kind at Baira; 15 at Kothair, 60 at Bassu, 60 at Pieura of the same kind; at Chanota also sixty of the same kind.

*Provided* always, as regards trees mentioned in the preceding clause, that they shall not be felled, but that such trees as fall by natural causes shall be at the disposal of the managers of the shrine or temple for which they are set apart for the purposes of repairing the same.

*Provided* also that such excepted trees may, where necessary, be marked, or the area in which they stand demarcated.

3. All trees growing on village or other lands under cultivation, not being forest lands within the meaning of Article II.

4. Certain groves in the vicinity of the town of Chamba, *viz*, a grove of *Chil* trees between the River Ravi and Sao; and a grove of *Shisham* trees, about two miles from Chamba between the river Ravi and the new road to Dalhousie.

5. All trees growing within 200 feet on either side of the public roads hereinafter enumerated, or in the vicinity of any spring or well.

*Provided* that, when such road or spring or well passes through, or is situated within, a forest which is reserved under the rules hereto annexed, this clause shall not be held to affect such forest, but it shall remain in all respects as a "reserved forest" under the rules,—the British Government on their part engaging not to fell trees in such forest within 200 feet of such public road, or in the vicinity of such spring or well, without the previous consent of the Superintendent of the Chamba State.

The public roads are as follows:—

1. Chamba to Pangti.
2. Chamba to Dalhousie *via* Chil.
3. Chamba to Barmour and Jurma, in British Lahoul.
4. Kilar in Pangti, to Padar, in Kashmir territory.
5. Kilar, in Pangti to Jurma, in British Lahoul.
6. Chamba to Nurpur.
7. Chamba to Dharmsala.
8. Chamba to Badrwar, in Kashmir territory.
9. Dalhousie to Dharmsala and Nurpur.
10. Chamba to Madhopur, at the head of the Bari Doab Canal.
11. Chamba to Dalhousie, *via* the Kujjiar Forest.
12. Chamba to Dalhousie, by the new level road.
13. Chamba to Jumwar.
14. Chamba to Sao.
15. Dalhousie to Danera through the Chamba territory.
16. Chamba to Shahpur, on the Ravi.

VII.—In consideration of the rights and privileges conveyed to the British Government by the preceding articles, the British Government agree to pay to His Highness the Raja of Chamba seigniorage for every tree felled for the use of the British Government at the following rates:—

Kelu (Cedrus Deodara), if felled on the					
Chenab and its tributaries	...	Rs.	4	0	0
Kelu (Cedrus Deodara), if felled on the					
Ravi or its tributaries	...	...	5	0	0
Akrot (Walnut)	...	...	3	0	0
Burj (Birch)	...	...	1	8	0
Sunnoon (Ash)...	...	...	2	0	0
All other trees (including all conifers ex-					
cept Kelu)	...	...	2	0	0

Provided always that, if the number of trees felled by the British Government in any one year is not sufficient to make the seigniorage thereon amount to the sum of twenty thousand rupees, the seigniorage payable in such year to the Rajah shall be twenty thousand rupees and not less.

And, in consideration of the right to waif and windfall conveyed by Article IV., the British Government further agree to pay to the Raja the sum of one thousand rupees annually.

VIII.—One-fourth part of all sums paid to the Raja in respect of trees felled under Article VII. shall be set aside and devoted to the following special purposes, that is to say:—

Twenty rupees per centum of the said fourth part shall be for the Raja of Chamba to expend upon local postage service; thirty rupees per centum of the said fourth part shall be for the Raja of Chamba to spend upon making and repairing roads, and bridges; fifty rupees per centum of the said fourth part shall be returned to the British Government to be expended on the planting, restoration and conservancy of forests.

IX.—The accounts shall be made up half-yearly to the 31st of March and the 30th of September, and shall be rendered to His Highness the Raja of Chamba, and the payments agreed upon in Article VII. shall be made half-yearly in the months of April and October, on or before the 5th day of the month.

X.—No fees or other payments except those agreed upon in Article VII. shall be demanded or be payable by the British Government or its servants on account of any forest produce. Provided that nothing in this clause shall be held to prevent the levy of tolls at bridges and ferries, or roads lawfully payable to the Chamba State.

XI.—Except as provided by Article VIII., the whole cost of conserving the forest which are “reserved” under the rules, together with all costs of felling and transporting timber for the use of the British Government and of maintaining the necessary establishments in such forests, shall be borne by the British Government.

XII.—This agreement shall continue in force for a term of 20 years, commencing from the first day of May 1864.

On the expiry of this term, it shall be renewable at the pleasure of the British Government for a further term of 20 years, on expiry whereof it shall be again renewable in a like manner until the term of 99 years, counting from the first day of May 1864, shall have expired.

At the expiry of such term it shall be at the option of the Rajah of Chamba to renew this agreement or enter into a fresh one.

*Provided* always that any revision or modification of the rates and mode of payment described in Articles VII., VIII., IX. that may be agreed to by both parties may be made at any time without affecting the continuance of this agreement or any of its provisions.

Executed this eighth day of July 1872 at Chamba.

In the presence of

J. MONTGOMERY,  
*Assistant Commissioner.*

}

(Sd.) REYNELL G. TAYLOR,  
*Commr. and Supdt., Amritsar Division,*  
*on behalf of the British Government.*

In the presence of

GEORGE McANDREW, *Colonel,*  
*Political Superintendent of Chamba.*

}

GOPAL SING,  
*Rajah of Chamba,*  
*&c. &c.*

#### SCHEDULE I.

#### RULES FOR CHAMBA FORESTS.

##### CHAPTER I.

##### *Of the Division of Forest Land into Reserved and Unreserved.*

1. *Classification of Forests.*—There will be two classes of forests, to be called reserved and unreserved. The Conservator of Forests or such other officer as he may authorize in that behalf may from time to time, but subject always to the exceptions agreed to by the terms of the lease, declare that any forests shall be “reserved.”

2. *Selection and demarcation of reserved forests.*—The Conservator of Forests, or other officer as aforesaid, may indicate by posts or other temporary marks the boundaries which, after local enquiry in concert with an official of the Chamba State deputed for the purpose, are in his opinion the true limits of the tract to be reserved. But it shall rest with the Superintendent of the Chamba State, in concert with the Conservator of Forests, to determine finally the boundaries of such tracts.

3. *Procedure after final demarcation.*—When the boundaries have been finally determined as aforesaid, the Forest Officer shall, if the tract is not already defined by natural boundaries, demarcate the same by conspicuous boundary marks according to the final decision aforesaid.

*Record of boundaries.*—A record of the boundaries shall be then prepared, accompanied by such maps as may be necessary. The record shall be signed by the Conservator of Forests, and an attested copy of it shall be sent for deposit to the Superintendent of the Chamba State.

4. *After final demarcation public notice to be given.*—Wherever any forest is reserved and finally demarcated under this rule, due notice shall be publicly given in the vicinity of such forest, and the inhabitants be warned against trespass or other infringement of the forest rules.

5. *Procedure in including waste or cultivated land for plantations, &c.*—If in any case it is desired to include in a reserved forest area any waste or cultivated land which is not forest within the meaning of Article II. of the agreement, or to take up a plot of such land for the purpose of plantation, such plot shall only be included or taken up with the consent of the Superintendent of the Chamba State, and after payment of such compensation, if any, as he may award. After declaration of such consent and the determination of compensation, if any, the plot may be included in the area of a reserved forest or demarcated as a separately reserved forest, as the case may be.

6. *Control of reserved forests.*—Reserved forests shall be under the exclusive control of the officer appointed by the British Government to be Conservator of Forests in the Punjab, and of such officers subordinate to the Conservator as may be appointed by the said Government to the charge of any divisions of the forests.

7. *General rights to produce in reserved forests.*—Except where otherwise expressly provided, the British Government shall have the exclusive right to the produce of such forests.

8. *Management of unreserved forests.*—All other forests to which these rules apply are called “unreserved” forests. They will be under the management of the Superintendent of the Chamba State.

9. *Right to produce in unreserved forests.*—Subject to the protective provision hereinafter contained, the unreserved forests are open to the Raja of Chamba for his own use for the exercise of such forest privileges as are allowed by His Highness, but not for the purpose of sale or merchandize.

## CHAPTER II.

### *Of the protection of Unreserved Forests.*

10. *Conservancy of unreserved forests; acts prohibited.*—Unless expressly permitted by the Superintendent of the Chamba State, the following acts are prohibited in all unreserved forests:—

(a.)—Breaking of forest land for cultivation.

(b.)—Setting fire to grass tracts in the vicinity of forests, or negligently permitting fire to extend thereto.

(c.)—Setting fire to trees, brushwood, or stumps.

(d.)—Cutting out slabs, torches, &c., from the stems of standing trees, barking or boring for turpentine, or otherwise injuring standing trees.

(e.)—Lopping the branches of the *valuable* kinds of trees afterwards enumerated; cutting young trees of the *valuable* kinds if less than four feet in girth at three feet from the ground.

(f.)—Selling standing trees.

(g.)—Cutting the *valuable* kinds of trees hereafter enumerated without the written permission of the Superintendent of the Chamba State, or of some one authorized by him to grant such permission. The valuable kinds of trees alluded to in the foregoing rules are—

Kelu, *C. Deodara*.

Darchil, *C. Excelsa*.

Chil, *P. Longifolia* (in tracts where the Superintendent may specially order).

Akhrot, Walnut (*Juglans regia*).

Sunnu, Ash (*Fraxinus floribunda*).

Tun or dour, Hill tun *Cedrela serrata*.

Chinar, Plane (*Platanus orientalis*).

Permission shall not be given for the felling of more than an aggregate number, in all the unreserved forests together, of 300 Kelu trees in any one year, and return of Kelu trees so felled shall be annually rendered by the Superintendent of Chamba State to the Conservator of Forests.

### CHAPTER III.

#### *Of the Protection of "Reserved Forests."*

11. *Conservancy of Reserved Forests.*—All the prohibitions enumerated in Rule 10 shall (*mutatis mutandis*) be enforced in reserved forests. In addition thereto, the following Acts are prohibited in reserved forests:—

(h.)—Traversing a forest except on authorized or public roads and pathways.

(i.)—Grazing or trespass by cattle or flocks and driving of cattle or flocks except on authorized or public roads and pathways.

(k.)—Collecting grass, brushwood, or fodder.

(l.)—Collecting fallen timber.

(m.)—Collecting gums, resins, wax, honey, or other forest produce.



(n.)—Kindling a fire in the forest or carrying fire except on an authorized road or pathway.

(o.)—Carrying any implements or cutting wood or grass except on an authorized public road or pathway, and except it is carried in pursuance of a license to cut.

And generally no forest rights or privileges of any kind shall be exercised in reserved tracts.

*Proviso for cases where privileges are to be allowed in Reserved Forests.*—Provided always that, if in any case it has not been found practicable, when making the selection of reserved forests, to leave a sufficient or conveniently situated area of forest as unreserved for the exercise of forest privileges, or if there are no sufficient grazing grounds in the vicinity, or if in any other special case it shall be deemed desirable, the exercise of certain forest privileges may be allowed in the "Reserved" Forests.

*Privileges allowed.*—But in such cases the privileges to be allowed are—

(a.)—Cutting wood for necessary building and agricultural purposes.

(b.)—Cutting grass.

(c.)—Grazing of cattle.

(d.)—Fuel.

12. *Definition of such privileges and conditions of exercise.*—When any privileges are allowed in a reserved forest under the proviso to the last preceding rule, such privileges shall be defined by the Superintendent of Chamba in concert with the forest officers, and recorded, and the signature of the headmen of the village shall be affixed to such record.

*Conditions of felling.*—All trees felled under such circumstances shall be so pursuant to a written permit granted by the forest officer, which shall specify the place and other conditions of felling, and shall fix a fair and sufficient time within which such license must be exercised. Permits to fell must be returned to the forest officer as soon as the time mentioned therein has expired, or as soon as the trees have been felled, if felled before the expiry of the time.

*Of other privileges.*—Cutting grass, grazing, and the collection of fuel to be practised in such portion of the forest as the forest officers shall assign for the purpose.

13. *Timber required for public works in special cases.*—If in any case in the execution of any public work, or in the making of any road or bridge, His Highness the Raja shall require timber which cannot conveniently be taken from an unreserved forest, the forest officer shall, if the amount be reasonable, and can be spared without injury to the forest, give a written permit authorizing the timber to be felled in a reserved forest in a suitable and proper locality.

14. *Closing unnecessary foot-paths in Reserved Forests.*—Whenever any unnecessary foot-path or road passes through a reserved forest, thereby rendering its proper conservancy difficult to maintain, the forest officers may,

with the consent of the Superintendent of Chamba, close it against traffic. Due notice of the closing of such road or pathway shall be publicly given in the vicinity.

#### CHAPTER IV.

##### *Of Timber in transit.*

15. *Right to timber in transit not covered by a pass.*—All timber passing down the Rivers Chenab and Ravi, across the boundary of the Chamba territory unless covered by a pass from the Conservator of Forests, or one of his subordinates authorized to grant such passes, and unless marked in the manner described in the pass, shall be deemed to be the property of the British Government, and may be taken possession of by the

##### *Proof of ownership.*

Conservator of Forests or his subordinate as aforesaid: such timber shall not be released until the claimant proves his title to the satisfaction of the Conservator of Forests, or of his subordinate as aforesaid, and pays such expenses as may have been incurred in catching and keeping the timber.

16. *Removal, destruction, and defacement of logs.*—No person shall, without the permission of the Conservator of Forests, or his subordinate, remove, cut up, burn, deface the marks of, or mark again, any timber whether stranded or floating, provided that this rule shall not interfere with the privilege of the villagers to take for firewood stranded pieces of timber, which are not, however, to be larger than *one man* can lift by himself.

#### CHAPTER V.

##### *Of the Punishment of Forest Offences.*

17. *Offences in Unreserved Forests.*—Any person who breaks any rule relating to Unreserved Forests shall be liable to the jurisdiction of the Raja of Chamba for punishment according to law.

18. *In Reserved Forests.*—Any person who breaks any rule relating to the "Reserved Forests" shall be liable, on conviction before the Superintendent of Chamba State, or before a forest officer invested with Magisterial powers under Article V. of the agreement, to fine not exceeding one hundred rupees, or, in default of payment, to three months' imprisonment with or without hard labor.

*Proviso where act in breach of rules also constitutes a serious offence.*—Provided always that when the act which is a breach of the rules amounts to a serious offence, such as mischief or theft, if the case is brought before the Superintendent, he may try the case as for such grave offence instead of proceeding under these rules; and if the case is brought before a forest officer with powers, as aforesaid, he may, instead of proceeding as for a breach of the rules, forward the case with written report to the Superintendent of the Chamba State, who may try the case and award such punishment as may be proper.

## No. LXXXIII.

TRANSLATION of a SUNNUD from the GOVERNOR-GENERAL granting the State of SOOKEIT to RAJA OOGEE SEIN.

*Dated 24th October 1846.*

Whereas by the Treaty concluded between the British and Sikh Governments on 9th March 1846, the hill country has come into the possession of the Honourable Company; and whereas Raja Ooger Sein, Chief of Sookeit, the highly dignified, evinced his sincere attachment and devotion to the British Government; the State of Sookeit comprised within the same boundaries as at the commencement of the British occupation, together with full administrative powers within the same, is now granted by the British Government to him and the heirs male of his body by his Rancee, from generation to generation. On failure of such heirs, any other male heir who may be proved to the British Government to be next of kin to the Rajah shall obtain the above State, with administrative powers.

Be it known to the Rajah that the British Government shall be at liberty to remove any one from the Guddee of Sookeit, who may prove to be of worthless character and incapable of properly conducting the administration of his State, and to appoint such other nearest heir of the Rajah to succeed him, as may be capable of the administration of the State and entitled to succeed. The Rajah, or any one as above described who may succeed him, shall abide by the following terms entered in this Sunnud, *viz* :—

1st.—The Rajah shall pay annually into the treasury of Simla and Subathoo eleven thousand Company's Rupees as nuzzuranah by two instalments; the first instalment on the 1st of June, corresponding with Jeth, and the second instalment on the 1st of November, corresponding with Kartick.

2nd.—He shall not levy tolls and duties on goods imported and exported, but shall consider it incumbent on him to protect bankers and traders within his State.

3rd.—He shall construct roads within his territory not less than 12 feet in width, and keep them in repair.

4th.—On the breaking out of disturbances he shall, together with his troops and hill porters, whenever required, join the British army, and be ready to execute whatever orders may be issued to him by the British authorities, and supply provisions according to his means.

5th.—He shall refer to the British Courts whatever dispute may arise between him and any other chief.

6th.—The Rajah shall not alienate any portion of the lands of the said territory without the knowledge and consent of the British Government, nor transfer it by way of mortgage.

7th.—He shall so put a stop to the practices of slave-dealing, suttee, female infanticide, and the burning or drowning of lepers, which are opposed to British laws, that no one shall venture in future to revive them.

It behoves the Rajah not to encroach beyond the boundaries of his State on the territory of any other chief, but to abide by the terms of this Sunnud, and adopt such measures as may tend to the welfare of his people, the

prosperity of his country, and the improvement of the soil, and ensure the administration of even-handed justice to the aggrieved, the restoration to the people of their just rights, and the security of the roads. He shall not subject his people to extortion, but keep them always contented. The subjects of the State of Sookcit shall regard the Rajah and his successors as above described to be the sole proprietor of that territory, and never refuse to pay him the revenue due by them, but remain obedient to him, and act up to his just orders.

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**No. LXXXIV.**

**COPY of SUNNUD granted to SIRDAR SHAMSHERE SING SINDHANWALLA.**

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India, who now govern their own territories, should be perpetuated, and that the representation and dignity of their Houses should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will permit and confirm any adoption of a successor made by yourself or by any future chief of your State that may be in accordance with Hindoo Law and the customs of your race.

Be assured that nothing shall disturb the Engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

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**A similar Sunnud was granted to Rajah Tej Sing.**

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## CASHMERE.

*From Reports by the Punjab Government and Original Papers in the Foreign Office.*

AFTER the close of the Sutlej campaign, the Treaty of Lahore (No. XVI.), dated 9th March 1846, left the British Government in possession of the country, hill and plain, between the rivers Beas and Sutlej and of the hill country between the Beas and the Indus, including the provinces of Cashmere and Hazara. By the same Treaty the British Government agreed, as a reward to Rajah Golab Sing for his services to the Lahore State towards procuring the restoration of friendly relations, to confer on Golab Sing territories in the hills, to recognize his independence in such territories, and to admit him to a separate Treaty.

Golab Sing began life as a horseman in a troop commanded by Jemadar Khoosal Sing, then the favourite chamberlain of Runjeet Sing. He soon raised himself to an independent command, in which he distinguished himself by making prisoner Augur Khan, Chief of Rajaoree. For this service the principality of Jummoo was conferred on his family. Golab Sing took up his residence in Jummoo, whence, nominally in behalf of the Lahore Durbar, but really in his own, he soon extended his authority over his Rajpoot neighbours, and eventually into Ladakh. In the revolutions which preceded the outbreak of the Sutlej war he was elected minister of the Khalsa, and he took an important part in the negotiations which followed the battle of Sobraon.

The separate Treaty (No. LXXXV.) was concluded with him at Umritsur on 16th March 1846. This Treaty put him in possession of all the hill country and its dependencies between the Indus and the Ravee, including Chumba and excluding Lahoul, on payment of 75 lakhs of rupees, required him to refer disputes with neighbouring States to the arbitration of the British Government, to assist with his whole force the British troops when engaged in the hills, and defined generally his relations of dependence on the British Government. Of the seventy-two pergunnahs comprised in the Chumba territory after the first Sikh campaign in 1845-46, thirty-two pergunnahs were Cis-Ravee and forty Trans-Ravee. In exchange for the Cis-Ravee portion of Chumba the British Government gave to the Maharajah Golab Sing the talooka of Lukhimpore at the foot of the hills Trans-Ravee, the revenue of which was Rupees 14,400 a year. The Ravee thus became the British boundary in the hills.

The tribute due from the Chumba Rajah to the British Government and Maharajah Golab Sing was calculated at Rupees 15,000 annually, of which one-half would be payable to the British Government for the Cis-Ravee portion. Of the military contingent formerly taken by the Jummoo Chief, one-half was henceforth to be supplied to the British Government.

During the progress of these negotiations, a question arose regarding the right to a tract of mountainous country called Budrawar, the Chumba Rajah claiming it in virtue of a grant from Maharajah Runjeet Sing, dated A.D. 1820, and the Jummoo Chief pleading conquest and a possession of fourteen or fifteen years. The Sikhs had, during the time of Rajah Heera Sing, seized Budrawar from the Chumba Chief, and it was a portion of the territory made over to the British Government by Article 4 of the Lahore Treaty of the 9th March 1846, and transferred to Golab Sing by the Treaty of Umritsur.

In 1847 an arrangement was made with the Maharajah Golab Sing, by which he relinquished all claims on Chumba on both sides of the Ravee, in consideration of Budrawar being declared his and the Lukhimpore talooka being confirmed to him. Thus Chumba came again entirely under the British Government. No special agreement was executed.

Since the conclusion of the Treaty of Umritsur, the intercourse of the British Government with Cashmere has been of an ordinary character. In 1857 Maharajah Golab Sing died, and was succeeded by his son, Runbeer Sing. The right of adoption has been guaranteed to the Maharajah by Sunnud (No. LXXXVI.), and he has been assured that in the event of his death without natural issue and without adopting an heir, the British Government will recognize the succession of a collateral relative descended from the common ancestor of the family, Throo Deo, subject to the condition that a nuzzerana of a year's revenue of the State shall be paid.

In 1864 considerable reductions were made by the Maharajah in the customs duties levied on goods imported into Cashmere, the method of collection was simplified, and a transit duty of 5 per cent. on goods conveyed *via* Srinuggur was imposed in lieu of the fiscal exactions which had led to the abandonment of that trade route between British India, Thibet, and Eastern Turkestan. These liberal measures were followed by a marked increase in the trade between Cashmere and the adjoining British districts; but as complaints of the exactions committed by Cashmere

officials at Leh were of frequent occurrence, a British officer was deputed to Ladakh in 1867 for the purpose of securing adherence to the tariff of 1864, and the confidence of traders was re-established. All duties in Ladakh have now been abolished. In April 1870 a commercial Treaty (No. LXXXVII.) for the purpose of developing trade with Eastern Turkestan was concluded between the British Government and Cashmere. By its terms the Maharajah engaged to abolish all transit duties on goods passing between British India and Eastern Turkestan and *vice versa*, and consented to the appointment of Joint Commissioners, one nominated by the British Government and one by the Maharajah, with power to arrange for the convenience of travellers on trade routes, settle disputes, and exercise limited magisterial jurisdiction, in return for which the British Government agreed to abolish the export duty on Cashmere shawls and to refund the customs duty levied on all goods imported from British territory into Cashmere whether for consumption there or for re-export to Eastern Turkestan. In 1872 rules\* for giving effect to Article 9 of this Treaty were promulgated. They provide for the refund of duty paid on sea-borne goods intended for export beyond Cashmere, provided the goods are declared and sealed for transmission in bond by certain specified routes. These rules† were modified in 1875 so as to allow of the refunds on goods for Turkestan being made at Leh.

In 1872 Rules (No. LXXXVIII.) were issued with the consent of the Maharajah for regulating the powers of the British officer at Srinuggur in respect to civil and criminal cases, for preserving order amongst visitors, and for the establishment of a mixed court for the decision of civil suits between European British subjects and their servants on the one hand and subjects of the Maharajah on the other.

Maharajah Runbeer Sing is forty-four years of age, is a Knight Grand Commander of the Most Exalted Order of the Star of India, and receives a salute of nineteen guns.

The area of Jummo and Cashmere is 68,000 square miles; the population amounts to 1,600,000 souls. The revenue is about Rupees 82,32,000. The Maharajah keeps up a military force of 78 field and 80 other guns, 1,200 artillerymen, 1,400 cavalry, and 25,600 infantry including police.

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\* See Appendix A

† See Appendix B.





## No. LXXXV.

TREATY between the BRITISH GOVERNMENT on the one part and MAHARAJAH GOLAB SING of JUMMOO on the other, concluded on the part of the BRITISH GOVERNMENT by FREDERICK CURRIE, Esquire, and BREVET-MAJOR HENRY MONTGOMERY LAWRENCE, acting under the orders of the RIGHT HONORABLE SIR HENRY HARDINGE, G.C.B., one of HER BRITANNIC MAJESTY'S MOST HONORABLE PRIVY COUNCIL, GOVERNOR-GENERAL, appointed by the HONORABLE COMPANY to direct and control all their affairs in the EAST INDIES, and by MAHARAJAH GOLAB SING in person.

## ARTICLE I.

The British Government transfers and makes over for ever, in independent possession, to Maharajah Golab Sing and the heirs male of his body, all the hilly or mountainous country, with its dependencies, situated to the eastward of the River Indus and westward of the River Ravee, including Chumba, and excluding Lahul, being part of the territories ceded to the British Government by the Lahore State, according to the provisions of Article IV. of the Treaty of Lahore, dated 9th March 1846.

## ARTICLE II.

The eastern boundary of the tract transferred by the foregoing Article to Maharajah Golab Sing shall be laid down by Commissioners appointed by the British Government and Maharajah Golab Sing respectively for that purpose, and shall be defined in a separate Engagement after survey.

## ARTICLE III.

In consideration of the transfer made to him and his heirs by the provisions of the foregoing Articles, Maharajah Golab Sing will pay to the British Government the sum of seventy-five lakhs of Rupees (Nanukshahee), fifty lakhs to be paid on ratification of this Treaty, and twenty-five lakhs on or before the first October of the current year, A.D. 1846.

## ARTICLE IV.

The limits of the territories of Maharajah Golab Sing shall not be at any time changed without the concurrence of the British Government.

## ARTICLE V.

Maharajah Golab Sing will refer to the arbitration of the British Government any disputes or questions that may arise between himself and the Government of Lahore or any other neighbouring State, and will abide by the decision of the British Government.

## ARTICLE VI.

Maharajah Golab Sing engages for himself and heirs to join, with the whole of his Military Force, the British troops, when employed within the hills, or in the territories adjoining his possessions.

## ARTICLE VII.

Maharajah Golab Sing engages never to take, or retain in his service, any British subject, nor the subject of any European or American State, without the consent of the British Government.

## ARTICLE VIII.

Maharajah Golab Sing engages to respect, in regard to the territory transferred to him, the provisions of Articles V., VI., and VII., of the separate Engagement between the British Government and the Lahore Durbar, dated March 11th, 1846.

## ARTICLE IX.

The British Government will give its aid to Maharajah Golab Sing in protecting his territories from external enemies.

## ARTICLE X.

Maharajah Golab Sing acknowledges the supremacy of the British Government, and will in token of such supremacy present annually to the British Government one horse, twelve perfect shawl goats of approved breed (six male and six female), and three pairs of Cashmere shawls.

This Treaty, consisting of ten Articles, has been this day settled by Frederick Currie, Esquire, and Brevet-Major Henry Montgomery Lawrence, acting under the directions of the Right Honorable Sir Henry Hardinge, G.C.B., Governor-General, on the part of the British Government, and by Maharajah Golab Sing in person; and the said Treaty has been this day ratified by the seal of the Right Honorable Sir Henry Hardinge, G.C.B., Governor-General.

*Done at Umritsur, the Sixteenth day of March, in the year of Our Lord One Thousand Eight Hundred and Forty-six, corresponding with the Seventeenth day of Rubbee-ool-awul 1262 Hijree.*

(Sd.) H. HARDINGE.

Seal.

(Sd.) F. CURRIE.

„ H. M. LAWRENCE.

By order of the Right Honorable the Governor-General of India.

(Sd.) F. CURRIE,

*Secretary to the Government of India,  
with the Governor-General.*

## No. LXXXVI.

**ADOPTION SUNNUD to MAHARAJAH RUNBEER SING BAHADOOR, KNIGHT of the Most EXALTED ORDER of the STAR of INDIA, CASHMERE.**

Her Majesty being desirous that the governments of the several Princes and Chiefs of India, who now govern their own territories, should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, repeat to you the assurance which I communicated to you in the Scalkote Durbar, in March 1860, that, on failure of natural heirs, the adoption of an heir into your Highness' House, according to its usage and traditions, will be willingly recognized and confirmed by the British Government.

Be assured that nothing shall disturb the engagement thus made to you, so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

*Dated 5th March 1862.*

## No. LXXXVII.

**TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS MAHARAJA RUNBEER SINGH, G.C.S.I., MAHARAJA of JUMMOO and CASHMERE, his heirs and successors, executed on the one part by THOMAS DOUGLAS FORSYTH, C.B., in virtue of the full powers vested in him by HIS EXCELLENCY the RIGHT HON'BLE RICHARD SOUTHWELL BOURKE, EARL of MAYO, VISCOUNT MAYO of MONTCROWER, BARON NAAS of NAAS, K.P., G.M.S.I., P.C., &c., &c., &c., VICEROY and GOVERNOR-GENERAL of INDIA, and on the other part by HIS HIGHNESS MAHARAJA RUNBEER SINGH aforesaid, in person.**

Whereas, in the interest of the high contracting parties and their respective subjects, it is deemed desirable to afford greater facilities than at present exist for the development and security of trade with Eastern Turkestan, the following Articles have, with this object, been agreed upon:—

## ARTICLE 1.

With the consent of the Maharaja, officers of the British Government will be appointed to survey the trade routes through the Maharaja's territories from the British frontier of Lahoul to the territories of the Ruler of Yarkund, including the route *via* the Chang Chemoo Valley. The Maharaja will depute an officer of his Government to accompany the Surveyors, and will render them all the assistance in his power. A map of the routes surveyed will be made, an attested copy of which will be given to the Maharaja.

## ARTICLE 2.

Whichever route towards the Chang Chemoo Valley shall, after examination and survey as above, be declared by the British Government to be the

best suited for the development of trade with Eastern Turkestan, shall be declared by the Maharaja to be a free highway in perpetuity and at all times for all travellers and traders.

#### ARTICLE 3.

For the supervision and maintenance of the road in its entire length through the Maharaja's territories, the regulation of traffic on the free highway described in Article 2, the enforcement of regulations that may be hereafter agreed upon, and the settlement of disputes between carriers, traders, travellers, or others using that road, in which either of the parties or both of them are subjects of the British Government or of any foreign State, two Commissioners shall be annually appointed, one by the British Government, and the other by the Maharaja. In the discharge of their duties and as regards the period of their residence the Commissioners shall be guided by such rules as are now separately framed and may, from time to time, hereafter be laid down by the joint authority of the British Government and the Maharaja.

#### ARTICLE 4.

The jurisdiction of the Commissioners shall be defined by a line on each side of the road at a maximum width of two Statute *koss*, except where it may be deemed by the Commissioners necessary to include a wider extent for grazing grounds. Within this maximum width the Surveyors appointed under Article 1 shall demarcate and map the limits of jurisdiction which may be decided on by the Commissioners as most suitable, including grazing grounds; and the jurisdiction of the Commissioners shall not extend beyond the limits so demarcated. The land included within these limits shall remain in the Maharaja's independent possession; and, subject to the stipulations contained in this Treaty, the Maharaja shall continue to possess the same rights of full sovereignty therein as in any other part of his territories, which rights shall not be interfered with in any way by the Joint Commissioners.

#### ARTICLE 5.

The Maharaja agrees to give all possible assistance in enforcing the decisions of the Commissioners and in preventing the breach or evasion of the regulations established under Article 3.

#### ARTICLE 6.

The Maharaja agrees that any person, whether a subject of the British Government, or of the Maharaja, or of the Rule of Yarkund, or of any foreign State, may settle at any place within the jurisdiction of the two Commissioners, and may provide, keep, maintain, and let for hire at different stages the means of carriage and transport for the purposes of trade.

#### ARTICLE 7.

The two Commissioners shall be empowered to establish supply depôts and to authorize other persons to establish supply depôts at such places

on the road as may appear to them suitable; to fix the rates at which provisions shall be sold to traders, carriers, settlers, and others, and to fix the rent to be charged for the use of any rest-houses or serais that may be established on the road. The officers of the British Government in Kullu, &c., and the officers of the Maharaja in Ladak, shall be instructed to use their best endeavours to supply provisions on the indent of the Commissioners at market rates.

## ARTICLE 8.

The Maharaja agrees to levy no transit duty whatever on the aforesaid free highway; and the Maharaja further agrees to abolish all transit duties levied within his territories on goods transmitted in bond through His Highness' territories from Eastern Turkistan to India, and *vice versa*, on which bulk may not be broken within the territories of His Highness. On goods imported into, or exported from, His Highness' territory, whether by the aforesaid free highway or any other route, the Maharaja may levy such import or export duties as he may think fit.

## ARTICLE 9.

The British Government agree to levy no duty on goods transmitted in bond through British India to Eastern Turkistan, or to the territories of His Highness the Maharaja. The British Government further agree to abolish the export duties now levied on shawls and other textile fabrics manufactured in the territories of the Maharaja, and exported to countries beyond the limits of British India.

## ARTICLE 10.

This Treaty, consisting of 10 Articles, has this day been concluded by Thomas Douglas Forsyth, C.B., in virtue of the full powers vested in him by His Excellency the Right Hon'ble Richard Southwell Bourke, Earl of Mayo, Viscount Mayo, Monycrower, Baron Naas of Naas, K.P., G.M.S.I., P.C., &c., &c., Viceroy and Governor General of India, on the part of the British Government, and by Maharaja Runbeer Singh, aforesaid, and it is agreed that a copy of this Treaty, duly ratified by His Excellency the Viceroy and Governor General of India, shall be delivered to the Maharaja on or before the 7th September 1870.

Signed, sealed, and exchanged at Sealkote on the second day of April in the year of our Lord one thousand eight hundred and seventy, corresponding with the 22nd day of Bysack, Sumbut 1927.

Signature of the Maharaja of Cashmere.

(Sd.) T. D. FORSYTH.

„ MAYO.

This treaty was ratified by His Excellency the Viceroy and Governor General of India at Sealkote on the 2nd day of May 1870.

(Sd) C. U. AITCHISON,  
Offg. Secy. to the Govt. of India,  
Foreign Dept.

## No. LXXXVIII.

RULES regulating the powers of the BRITISH OFFICER at SRINUGGUR.

I.—The British officer for the time being on duty at Srinuggur shall represent the British Government in Cashmere, and for the maintenance of good order the following powers and duties are respectively conferred and imposed upon him :

(a.) He may direct any European British subject who is travelling or residing in Cashmere, and who is guilty of any gross misconduct, to leave Cashmere forthwith, and may punish any person knowing of such direction and disobeying the same with rigorous or simple imprisonment for a term which may extend to six months, or with fine which may extend to one thousand rupees, or with both.

(b.) He shall receive, try, and determine in his Court (which shall be called "The Court of the British officer in Cashmere") all suits of a civil nature between European British subjects, or between European British subjects and their servants, provided—

(1) that the right to sue has arisen, or the defendant at the time of the commencement of the suit dwells or carries on business, or personally works for gain, within Cashmere.

(2) that the suit is not of the same nature as those suits of which the cognizance by the ordinary Civil Courts of British India is barred by law.

(c.) He shall have the powers of a Magistrate of the first class as described in Section 20 of the Code of Criminal Procedure (Act X. of 1872) for the trial of offences committed by European British subjects or by Native British subjects, being servants of European British subjects.

Provided that in the case of any offender being a European British subject, he shall only have power to pass a sentence of imprisonment for a term not exceeding three months, or fine not exceeding one thousand rupees, or both ; and when the offence complained of is under the Indian Penal Code punishable with death, or with transportation for life, or when it cannot, in the opinion of such officer, be adequately punished by him, he shall (if he thinks that the accused person ought to be committed) commit him to the Chief Court of the Punjab.

II.—Fines shall be recovered in manner provided by Section 307 of the Code of Criminal Procedure (Act X. of 1872.)

III.—Sentences of whipping shall be carried into execution in manner provided by Sections 310, 311, 312 and 313 of the same Code.

IV.—Persons sentenced to imprisonment shall be transferred to, and confined in, the Sealkote or Rawul Pindie Jail.

V.—The procedure in all civil suits between European British subjects, or European British subjects and their servants, shall be regulated by the Code of Civil Procedure. The procedure in all criminal prosecutions shall be regulated by the Code of Criminal Procedure.

VI.—The said officer shall make rules to regulate the service and execution of processes issuing from his Court, and shall fix the fees to be charged to suitors for serving such processes.

VII.—All questions of law, or fact, or both, arising in cases before the said officer, shall be dealt with and determined according to the law administered in the Courts of the Punjab.

VIII.—The said officer shall keep such registers, books, and accounts, and submit to the Lieutenant-Governor of the Punjab such statements of the work done in exercise of the aforesaid powers, as may, from time to time, be prescribed by the said Lieutenant-Governor. He shall also comply with such requisitions for records as the said Lieutenant-Governor may, from time to time, make upon him.

IX.—Duties and fees of the same amount respectively as the Stamp duties and Court fees prescribed by Act XVIII. of 1869 and Act VII. of 1870, shall be enforced by the said officer.

X.—There shall be no appeal against any order, judgment, or decree passed by the said officer in a civil suit. But if, in the trial of any such suit, any question of law or as to the construction of a document (which construction may affect the merits of the decision) shall arise, he may draw up a statement of the case, and refer it for the decision of the Chief Court of the Punjab; and he shall, on receipt of a copy of such decision, dispose of the case conformably thereto.

And any person convicted on a trial held by such officer may appeal to the Commissioner of the Rawul Pindce Division; and if such person be an European British subject, he may appeal either to the said Commissioner or to the Chief Court of the Punjab.

XI.—The appellant shall in every case give notice of the appeal to the said British officer in Cashmere, who shall, if necessary, instruct the officer empowered to prosecute the case.

#### *The Mixed Court.*

XII.—Civil suits between European British subjects or their servants not being subjects of the Maharaja on the one side, and subjects of His Highness the Maharaja of Cashmere on the other side, shall be decided by a Mixed Court composed of the said British officer and the Civil Judge of Srinuggur, or other officer especially appointed in this behalf by the Maharaja of Cashmere.

XIII.—When the said British officer and the said Civil Judge or other officer are unable to come to a final decision in any such suit, they shall reduce their difference into writing and refer it to a single arbitrator to be named by them.

XIV.—The arbitrator so nominated shall proceed to try the case, and his decision shall be final.



XV.—And in every case of a reference under these Rules—

(a.) the arbitrator shall be at liberty to proceed *ex parte* in case either party, after reasonable notice, neglects or refuses, without good and sufficient cause, to attend on the reference;

(b.) the arbitrator shall have power to summon witnesses in cases referred to him;

(c.) and the parties respectively shall produce before the arbitrator all books and documents within their possession or control, which the arbitrator may call for as relating to the matters referred;

(d.) and the parties and their representatives in interest shall abide by and perform the award.

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## BHAWULPORE.

*From Original Papers in the Foreign Office and Reports by the Punjab Government.*

THE rulers of Bhawulpore assumed independence during the dismemberment of the Dooranee empire, which followed the expulsion of Shah Shuja from Cabul. On the rise of Runjeet Sing, the Nawab, Bhawul Khan, made several applications to the British Government for an engagement of protection. These, however, were declined, although the result of the Treaties of Lahore, whereby Runjeet Sing was confined to the right bank of the Sutlej, in reality effected his protection.

The first Treaty with Bhawulpore was that of 1833 (No. LXXXIX.), which was negotiated at the same time as the Treaty with Runjeet Sing for regulating traffic on the Indus. It secured the independence of the Nawab within his own territories, and opened the traffic on the Indus and Sutlej, at a fixed tariff to be levied at Mithenkote and Hureekkee. In 1835 a toll on boats was by Treaty (No. XC.) substituted for a tariff; in 1838 the schedule of tolls was revised (No. XCI.); and again in 1840 (No. XCII.) and in 1843 the tolls were, by Agreement (No. XCIII.), reduced one-half, and a scale of duties was fixed on merchandise in transit through Bhawulpore by land. In 1847 the Nawab, at the instance of the Resident at Lahore, remitted all duties on boats passing through his territory, and refused to take any compensation. In 1855, when the Scinde postal authorities proposed to establish a camel train through Bhawulpore, the Nawab reduced the duty on goods passing by the land route, and shortly afterwards he consented to revise the ferry rates on the Sutlej, which were formerly a customs duty, and to reduce them to what ought to be remuneration for the labour of crossing passengers and goods over the river.

When arrangements were made in 1838 for the restoration of Shah Shuja, a Treaty (No. XCIV.) was concluded with the Nawab, by which he placed himself under the supremacy of, and bound himself to act in subordinate co-operation with, the British Government, receiving its protection and being recognized as the absolute ruler of his country. During the Afghan war the Nawab rendered assistance, both in facilitating the passage of troops and furnishing supplies, for which he was rewarded by the grant of the districts of Subzuleote and Bhong Burra.

In carrying out the provisions of Act XIV. of 1843, it became desirable to extend the British customs line as far as the Sutlej; and for this purpose, in 1844, the Nawab made over in free gift the strip of land required.

In 1847-48 Bhawul Khan, the Nawab, co-operated heartily in the operations against Mooltan, and was rewarded by the grant of a life pension of a lakh of rupees per annum, commencing from the date of our assuming the government of the Punjab.

In 1850 the Nawab proposed to supersede his eldest son and to appoint his third son to be his heir. The Governor-General decided that the Government of India was not called upon to interfere in any way with the selection of a successor by His Highness. When Bhawul Khan died the heir-select succeeded him, but he was deposed by the eldest son with the aid of the Daoodpootras. In his difficulties the Nawab solicited the aid of the British Government, but the Governor-General decided that, according to the Treaties with Bhawulpore, the British Government was bound to support the Chief against his external enemies, but was not bound to aid him against intestine commotions. The victorious brother having accepted the Treaties existing between the British Government and the Bhawulpore State, was recognized as Chief of Bhawulpore, and the deposed Nawab, through the mediation of the British Government, obtained asylum in British territory, and was assigned a cash allowance of Rupees 1,600 per mensem from the Bhawulpore Government, the claim to which principality he relinquished for ever on the part of himself and his heirs. The Agreement (No. XCV.) then executed was guaranteed by the British Government.

But within a year the Ex-Chief violated his engagement. He addressed the Chief Commissioner of the Punjab soliciting a re-consideration of his case, stated that he would never during his life renounce his claim to the Chiefship, and begged permission to proceed to Bhawulpore to recover the musnud. In consideration of the guarantee of the British Government to cause the observance of the agreement by both parties, the Governor-General directed the Ex-Chief to be placed under strict surveillance. He was detained in custody in the fort at Lahore, and died in 1863.

Nawab Mahomed Futh Khan died on 3rd October 1858, and was succeeded by his eldest son, Rahcem Yar Khan, under the title of Bhawul Khan.

In 1863 an insurrection, caused by the tyranny and cruelty of the Nawab, broke out among the Daoodpootra Chiefs. It was suppressed, but not until the Nawab had put to death three of his uncles through fear of their being released by the rebels from their imprisonment in the fort of Darawur. For this atrocious crime the Nawab incurred the severe displeasure of the British Government, and was subsequently required to make over to the protection of the British authorities others among his relations who had suffered from his harsh treatment. Some of the rebels took refuge in British territory, where they remained unmolested as long as they refrained from hostilities against the Nawab. An attack on a Bhawulpore village, was, however, organized, and on its failure the leaders again sought refuge in British territory, but were placed in confinement for abuse of the asylum formerly afforded them. The misgovernment of Bhawulpore continued to endanger the peace of the country, and a formidable insurrection took place in March 1866, which was with difficulty suppressed. On the 25th March 1866 the Nawab died suddenly, not without suspicion of having been poisoned, and was succeeded by his son, Sadik Mahomed Khan, then a minor of four years of age. A rival claimant appeared in the person of Jaffir Khan, half brother of Nawab Bhawul Khan, who had been kept a close prisoner during the lifetime of the late Nawab. At the same time the leader of the troops sent by the late Nawab to quell the insurrection threw off his allegiance and marched on the capital. As the British Government were under no treaty obligation to interfere in the internal affairs of Bhawulpore, intervention was at first limited to a declaration that the British Government recognized the succession of the young Nawab and intended to accord him full moral support. The presence of the Native Agent of Government at the capital, where he had been instructed to reside in order to give the Nawab and his advisers the benefit of his counsel, was sufficient to secure the dispersion of the rebels; their leader was taken prisoner, and all overt resistance ceased.

The state of affairs, however, continued to be very unsatisfactory. Many influential men had been alienated by the conduct of the late Nawab; the army was discontented, and there was no party of sufficient influence to carry on the administration. Under these circumstances the Bhawulpore Durbar preferred a formal request that the British Government would undertake the administration of the State during the minority of the Nawab. Convinced of the impossibility of otherwise maintaining order and security for life and property, Government consented, on the understanding that the British officer

appointed should have full powers; and a Proclamation (No. XCVI.) was issued explaining fully the reasons which had compelled the British Government to interfere. Shortly after the management of the country had been assumed a plot for the elevation of Jaffir Khan to the musnud was discovered, and at the request of the Durbar he was removed to Lahore as a State prisoner. An attempt was made in 1867 by Mahomed Nizam Khan, the former minister of Bhawulpore, to excite disaffection among the soldiery, and he was therefore removed from Bhawulpore and not permitted to return. The country has not since been disturbed by political troubles.

In 1872 the Nawab ceded lands in perpetuity for railway purposes together with full proprietary and sovereign rights therein (No. XCVII.).

The present Nawab, Sadik Mahomed Khan, is thirteen years of age; he receives a salute of seventeen guns.

The territory of Bhawulpore, exclusive of the desert portion, is a narrow strip of country of an average width of eight miles, extending for 300 miles along the left banks of the Sutlej, Chenab, and Indus successively. The population is 472,791 souls. The prosperity of the country under British management is evinced by its revenue having increased from less than ten lakhs in 1866 to twenty lakhs in 1875. The military force of the State, as now re-organized, consists of 12 field guns, 99 artillerymen, 300 cavalry, and 2,493 infantry and police.

## No. LXXXIX.

TREATY concluded between the HONOURABLE the EAST INDIA COMPANY and NAWAB BHAWUL KHAN, the RULER of BHAWULPORE, dated the 2nd of February 1833.

By the blessing of God the friendly connection between the Honourable the East India Company and the State of Bhawulpore, which commenced on the occasion of the Honorable Mr. Elphinstone's visit to Cabul in 1808-9, has continued uninterrupted to the present time; and now that Captain C. M. Wade, Political Agent at Loodianah, has arrived at Bhawulpore on the part of the Right Honorable Lord W. C. Bentinck, G.C.B. and G.C.H., the Governor-General of British India, in order to improve these amicable relations and concert the opening of the navigation of the Rivers Indus and Sutlej, with a view to promote the general interests of commerce, which is pleasing to God, and the prosperity of the surrounding States, the following are the Articles of a Treaty which has been concluded through the agency of that Officer between the Honorable the East India Company, on the one part, and Nawab Ruken-ud-Dowlah Hafizul-Mulk Mukhlisud Dowlah Mahomed Bhawul Khan Abbassce Nusret Jung Behauder, the Chief of the Daoodpootras, on the other, for the purpose of confirming the friendship of the two States, the opening of the trade by the above-mentioned rivers and regulating the manner in which the arrangements connected with it are to be carried into effect:

## ARTICLE 1.

There shall be eternal friendship and alliance between the Honorable the East India Company and Nawab Mahomed Bhawul Khan, his heir and successors.

## ARTICLE 2.

The Honorable the East India Company engage never to interfere with the hereditary or other possessions of the Bhawulpore Government.

## ARTICLE 3.

As regards the internal administration of his Government and the exercise of his sovereign rights over his subjects, the Nawab shall be entirely independent as heretofore.

## ARTICLE 4.

The Officer who may be appointed on the part of the British Government to reside in the Bhawulpore State, shall, in conformity with the preceding Article, abstain from all interference with the Nawab's Government, and respect the preservation of the friendly relations of the two contracting parties.

## ARTICLE 5.

The Honorable the East India Company having requested the use of the Rivers Indus and Sutlej, and the roads of Bhawulpore for the merchants of Hindostan, &c., the Government of Bhawulpore agrees to grant the same, through its own boundaries, if the persons aforesaid be provided with passports.

## ARTICLE 6.

The Government of Bhawulpore engages to fix, in concert with the British Government, certain proper and moderate duties to be levied on merchandize proceeding by the aforesaid route, and never to increase or diminish the same, except with the consent of both parties.

## ARTICLE 7.

It is further agreed that the tariff or table of duties, fixed as above, shall be published for general information, and the Custom-house officers and farmers of the revenues of the Bhawulpore Government will be specially directed not to detain the passing trade, after having collected the duties, on pretence of waiting for fresh orders from their government, or any other pretext.

## ARTICLE 8.

The tariff which is to be established for the line of navigation in question, is intended to apply exclusively to the passage of merchandize by that route, and not to interfere with the transit duties levied on goods proceeding from one bank of the river to the other, or with the established chokies inland. These will remain as heretofore.

## ARTICLE 9.

Merchants frequenting the said route, while within the limits of the Nawab's Government, are required to show a due regard to his authority, as is done by merchants generally, and not to commit any acts offensive to the civil and religious institutions of the country.

## ARTICLE 10.

The proportion of duties to which the Nawab may be entitled shall be collected by his Officers at the appointed places.

## ARTICLE 11.

The Officers who are to be entrusted with the examination of the goods and collection of the duties on the part of the Bhawulpore Government, shall be stationed opposite to Mithenkote and Hureekie. At no other place but those two shall boats in transit on the river be liable to examination or stoppage.

## ARTICLE 12.

When the persons in charge of boats stop of their own accord to take in or give out cargo, the goods will be liable to the local transit duty of the Bhawulpore Government previously to their being embarked and subsequently to their being landed, as provided in Article 8th.

## ARTICLE 13.

The Superintendent stationed opposite to Mithenkote having examined the cargo, will levy the established duty and grant a passport with a written

account of the cargo and freight; on the arrival of the boat at Hureekce, the Superintendent at that station will compare the passport with the cargo, and whatever goods are found in excess will be liable to the payment of the established duty, while the rest, having already paid duty at Mithenkote, will pass on free.

## ARTICLE 14.

The same regulation shall be in force for merchandize coming from Hureekce towards Sindh.

## ARTICLE 15.

With regard to the safety of merchants, who may frequent this route, the Nawab's Officers will afford them every protection in their power, and wherever merchants may happen to halt for the night, it will be incumbent on them to show their passport to the thanadar or other officers in authority at the place, and demand their protection.

## ARTICLE 16.

The Articles of the present Treaty shall, in all respects, whether relating to the internal Government of the Nawab's country or to commerce, be mutually observed, and form an everlasting bond of friendship between the two States.

*Dated at Bhawulpore, the 22nd of February 1833.*

Company's  
Seal.

(Sd.) W. C. BENTINCK.

Ratified by the Governor-General in Council on the 13th September 1833.

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No. XC.

ARTICLES of a SUPPLEMENTARY TREATY between the HONORABLE EAST INDIA COMPANY and the GOVERNMENT of BHAWULPORE.

Whereas in the 6th Article of the Treaty concluded between the Honorable the East India Company and the Bhawulpore Government, dated the 22nd of February 1833, it was stipulated that a moderate scale of duties should be fixed by the two Governments in concert, to be levied on all merchandize in transit up and down the Rivers Indus and Sutlej, the said Governments, being now of opinion that, owing to the inexperience of the people of these countries in such matters, the mode of levying duties then proposed (*viz.*, on the value and quantity of goods), could not fail to give rise to mutual misunderstandings and reclamations, have, with a view to prevent



these results, determined to substitute a toll which shall be levied on all boats with whatever merchandize laden: the following Articles have therefore been adopted as supplementary to the former Treaty, and in conformity with them each Government engages that the toll shall be levied, and its amount neither be increased nor diminished, except with the consent of both parties.

#### ARTICLE 1.

A toll of 570 Rupees shall be levied on all boats laden with merchandize in transit on the Rivers Indus and Sutlej, between the sea and Rooper, without reference to their size, or to the weight or value of their cargo; the above toll to be divided among the different States in proportion to the extent of territory which they possess on the banks of these rivers.

#### ARTICLE 2.

The portion of the above toll appertaining to the Bhawulpore State, and amounting to Rupees 106-12-2 $\frac{1}{2}$ , shall be levied opposite to Mithenkote on boats coming from the sea towards Rooper, and in the vicinity of Hurreeke Petten on boats going from Rooper towards the sea, and at no other place.

#### ARTICLE 3.

In order to facilitate the realization of the toll due to the different States, as well as for the speedy and satisfactory adjustment of any disputes which may arise connected with the safety of the navigation and the welfare of the trade by the new route, a British Officer will reside near Mithenkote, and a Native Agent on the part of the British Government in the vicinity of Hurreeke Petten. These Officers will be subject to the orders of the British Agent at Loodianah; and the Agents who may be appointed to reside at those places on the part of the other States concerned in the navigation will co-operate with them in the execution of their duties.

#### ARTICLE 4.

The British Government binds itself that the British Officer, who may reside near Mithenkote, shall not engage in trade, and (in conformity with the 4th Article of the former Treaty) that he shall not interfere in any way with the internal administration of the Bhawulpore Government.

#### ARTICLE 5.

In order to guard against imposition on the part of merchants in making false complaints of being plundered of property which they never possessed, they are required, when taking out their passports, to produce an invoice of their cargo, which, being duly authenticated, a copy of it will be annexed to their passports.

#### ARTICLE 6.

Such parts of the 6th, 7th, 11th, 13th, and 14th Articles of the Treaty of the 22nd of February 1833, as have reference to the fixing a duty on the value and quantity of merchandize and to the mode of its collection, are here-

by rescinded, and the foregoing Articles substituted in their place, agreeably to which and the conditions of the preamble, the toll shall be levied.

(True copy and translation.)

(Sd.) C. M. WADE,  
*Political Agent, &c.*



(Sd.) W. C. BENTINCK.

Ratified by the Governor-General in Council on the 5th March 1835.

### No. XCI.

DETAILED STATEMENT of the amount of Toll leviable in the Bhawulpore Territory on boats proceeding up and down the Rivers Sutlej and Indus.

Whereas by the Treaty of the 27th of the month of Shahban, 1250 Hegira, agreeing with the twenty-ninth of the month of December 1834 A.D., the Bhawulpore Government is entitled, on account of the whole extent of its territory, to levy at the appointed places a toll of one hundred and six rupees, twelve annas, and three pice, on all boats laden with merchandize proceeding from Rooper towards the sea, or from the sea towards Rooper, the same will continue in force; but as some of the boats are found not to pass through the whole extent of the Bhawulpore Territory, but, on the contrary, to lay in cargoes at, and set out from, or dispose of their cargoes at, and return from, places on the way, it is therefore agreed that, on such boats, the amounts of toll to be levied shall be regulated by the relative distances of the places from which, after laying in a cargo, they take their departure, or from which, after disposing of their goods, they return, as follows:—

1st.—On all boats laden with merchandize proceeding from beyond the eastern frontier of the Bhawulpore Territory to Khairpur Shargin, and <i>vice versa</i> , the Bhawulpore Government is entitled to levy, both in coming and going, on account of river toll, the sum noted in the margin ... .. Rs.		53	6	1½
Ditto ditto from beyond the eastern frontier to Bhawulpore, and <i>vice versa</i> ... .. Rs.		66	11	8
Ditto ditto from beyond the eastern frontier to Chachram, and <i>vice versa</i> Rs.		93	6	8½
Ditto ditto from beyond the N.-E. frontier to the S.-W. frontier, and <i>vice versa</i> ... .. Rs.		106	12	3
2nd—In the same manner on all boats laden with merchandize proceeding from beyond the S.-E. frontier to Chachram, and <i>vice versa</i> , the Bhawulpore Government is entitled to levy both in coming and going, on account of river toll, the sum noted in the margin ... .. Rs.		13	5	6
In the same manner on all boats laden with merchandize proceeding from beyond the S.-W. frontier to Bhawulpore, and <i>vice versa</i> ... .. Rs.		40	0	6
Ditto ditto from beyond the S.-W. frontier to Khairpur, and <i>vice versa</i> Rs.		53	6	1½
Ditto ditto from beyond the S.-W. frontier to the N.-E. frontier and <i>vice versa</i> ... .. Rs.		106	12	3

3rd.—On all boats laden with merchandize from the rivers of the Punjab that enter the channel of the Sutlej and Indus, opposite the ferry of Bakri, if they proceed from the above ferry to beyond the S.-W. frontier of the Bhawulpore Territory, and into a foreign territory, or *vice versa*, the Bhawulpore Government is entitled to levy on account of river toll, and according to the extent of its territory traversing the sum noted in the margin ... Rs. 26 11 0½

Ditto ditto on boats proceeding from the ferry of Bakri to beyond the N.-E. frontier and into a foreign territory, and *vice versa* ... Rs. 85 1 2½

4th.—On empty boats no duty is to be levied.

5th.—At whatever place in the Bhawulpore Territory merchants may stop to lay in, or dispose of, cargo, agreeably to the former Treaties, they will pay the established duties of that place on the purchase and sale of goods.

(Sd.) F. MACKESON.

Approved by the Governor-General of India on the 11th October 1868.

## No. XCII.

PROPOSED RATES for the NAVIGATION of the SUTLEJ and the INDUS by MERCANTILE BOATS (excepting the NAWAB BHAWUL KHAN'S own merchants and subjects) to be paid for the transit through the BHAWULPORE TERRITORY.

### ARTICLE 1.

Grain, wood, and limestone, free, as in the Lahore Territory.

### ARTICLE 2.

Besides the above three things, duties to be levied on all sorts of merchandize, according to the three sizes of boats.

### ARTICLE 3.

A boat not capable of containing more than 250 maunds of freight proceeding from Rojhan, or Kote Mithun, to the foot of the hills, Roopur, Loodiana, &c., or from Roopur, or Loodiana, to Rojhan or Kote Mithun	...	...	...	Rs	10
A boat above 250 maunds, and not exceeding 500 maunds	...	...	...	"	20
A boat above 500 maunds	...	...	...	"	40

### ARTICLE 4.

Nos. 1, 2, or 3, to be written in large letters on the boat, to show the class to which each boat belongs.

*Dated 5th August 1840, corresponding with 5th Jummad-oos-sanee 1256 Hegira.*

(True translation.)

(Sd.) GEORGE CLERK,

*Agent, Governor-General.*

Sanctioned by the Governor-General of India in Council on the 31st August 1840.

## No. XCIII.

AGREEMENT regarding the levy of Duties on Merchandize in transit through the Bhawulpoor State (excepting the merchants and mercantile firms, the proper subjects of the Bhawulpoor State). The following Articles have been agreed to between the British and the Bhawulpoor Governments.

*First.*—On boats freighted with merchandize going up or down the river through the Bhawulpoor Country, the duties shall be only one-half of the present fixed rates.

*Second.*—On merchandize passing in any direction by land, no other duties shall be levied than the following, *viz.* :—

On a hackery laden with merchandize	...	Rs.	2	0	0
On a camel ditto ditto ditto	...	„	1	0	0 and
On a mule, poney, bullock or an ass ditto ditto	„	0	8	0	

*Third.*—Any merchant having with him a passport or “rowannah,” according to the form annexed to this agreement, shall pass safe, unmolested, and without search by the local officers on the road.

*Fourth.*—If any merchant buy or sell the merchandize at any place or town on the road, he will have to pay there the usual local duties.

*Fifth.*—As there exist no pukha wells and caravanseraies for the use of travellers on the road from Bhawulpoor to Sirsa, the Bhawulpoor Government will, throughout its jurisdiction, at every stage, prepare pukha wells and caravanseraies for the comfort of travellers, as well as a road along that route, and keep it in order by taking constant care to keep it in repair.

*Sixth.*—This agreement has been drawn up in accordance with the friendship subsisting between the two Governments, and in order that merchants may satisfactorily, and in true confidence, engage in the trade.

*Dated 15th Shaban, 1259 Hegira, corresponding with 11th September 1843 A.D.*

Seal of the  
Nawab.

(True translation.)

(Sd.) R. N. C. HAMILTON.

Notified in the *Calcutta Gazette* by Order of the Governor-General of India in Council, on the 28th October 1843.

## · No. XCIV.

TREATY between the HONORABLE the ENGLISH EAST INDIA COMPANY and NAWAB BHAWUL KHAN BAHADOOR, the NAWAB of BHAWULPORE, concluded by LIEUTENANT MACKESON on the part of the HONORABLE COMPANY, in virtue of full powers granted by the RIGHT HONORABLE GEORGE LORD AUCKLAND, G.C.B., GOVERNOR-GENERAL of INDIA, and by MOONSHEE CHOWKAS RAI on the part of the NAWAB BHAWUL KHAN BAHADOOR, according to full powers given by the NAWAB.

## ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interests between the Honorable Company and Nawab Bhawul Khan Bahadoor and his heirs and successors, and the friends and enemies of one party shall be the friends and enemies of both parties.

## ARTICLE 2.

The British Government engages to protect the Principality and Territory of Bhawulpore.

## ARTICLE 3.

Nawab Bhawul Khan, and his heirs and successors, will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and will not have any connection with any other Chiefs or States.

## ARTICLE 4.

The Nawab, and his heirs and successors, will not enter into negotiation with any Chief or State without the knowledge and sanction of the British Government, but the usual amicable correspondence with friends and relations shall continue.

## ARTICLE 5.

The Nawab, and his heirs and successors, will not commit aggressions on any one. If by accident any dispute arise with any one, the settlement of it shall be submitted to the arbitration and award of the British Government.

## ARTICLE 6.

The Nawab of Bhawulpore will furnish troops at the requisition of the British Government, according to his means.

## ARTICLE 7.

The Nawab, and his heirs and successors, shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that Principality.

## ARTICLE 8.

This Treaty of seven Articles having been concluded and signed and sealed by Lieutenant Mackeson and Moonshee Chowkas Rai, the ratifications by the Right Honorable the Governor-General and Nawab Bhawul Khan Bahadoor shall be exchanged within 40 days from the present date.

*Done at Ahmudpore, this 5th day of October, A.D. 1838, corresponding with the 14th of Rajabul Murajeb, 1254 Hegira.*

Governor-  
General's  
Seal.

(Sd.) AUCKLAND.

Ratified and confirmed by the Right Honorable the Governor-General, at Simla, the 22nd day of October, Anno Domini 1838.

## No. XCV.

1. Mahommed Sadik Yar *alias* Mahommed Sadik Khan agrees on his own behalf and on that of his descendants from generation to generation, to give up all claim of right to the throne of Bhawulpore.
2. Mahommed Sadik Khan agrees and consents to this, that neither he himself for the remainder of his life, nor his descendants after him, now or at any future time, will ever, without the permission of the Nawab Futtch Khan Bahadoor, put foot on the territory of Bhawulpore.
3. Mahommed Sadik Khan agrees never at any time, without the permission of the ruler of Bhawulpore, to send letters or messages to, or to hold secret or open interviews with, any of the local officers or agents of the Bhawulpore State, and if he acts contrary to this, he will be liable to render a strict account to the British Government.
4. Mahommed Sadik Khan agrees to this, that, after once entering British territory, he will not, without the permission of the ruler of Bhawulpore, at any time, present or future, entertain near him any servants or dependants of the Bhawulpore State, whether in the employ of, or dismissed by, that State.
5. Mahommed Sadik Khan agrees to give up all claim to take away any persons connected with him, except his wives and female servants, to the number of 10 persons.

6. Mahommed Sadik Khan agrees and consents never to sue the ruler of Bhawulpore in any Court of the British Government either here or in England, on account of any claim on the Government of Bhawulpore; and he will never at any time institute any action or complaint against the ruler. His claims are void and unworthy of a hearing in accordance with this Agreement.

7. Mahommed Sadik Khan freely allows that he has no further claims to any property in the State of Bhawulpore beyond the allowance made him for retinue, jewels, &c., and beyond the sum of Rupees 1,600 as his personal allowance, the half of which sum is 800 Rupees.

8. The State of Bhawulpore agrees to pay, through British Officers, into the Mooltan treasury, every month, for the life of Mahommed Sadik Khan, monthly allowances, besides such particular expenses as may be absolutely necessary, but nothing else besides. After the death of Mahommed Sadik Khan, the half of his monthly allowance (of Rupees 600) will be paid to his heirs.

9. The British Government provides and guarantees that the conditions above-mentioned shall be maintained by Mahommed Sadik Khan, without his attempting any disturbance towards Futteh Khan and towards his heir, and the Nawab Mahommed Futteh Khan Bahadoor will remain seated on the throne of Bhawulpore with the consent of the British Government.

(A true translation.)

(Sd.) W. SETON-KARR.

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No. XCVI.

PROCLAMATION.

The Government of India having, at the earnest and repeated solicitation of His Highness the Nawab of Bhawulpore, and the leading men of the State, consented to interfere in the affairs of the country and administer them through a British officer, during the minority of the present Chief, the Hon'ble the Lieutenant-Governor is pleased, with the approval of the Right Honorable the Governor General in Council, to appoint W. Ford, Esquire, C.S.I., Commissioner of the Multan Division, to be Political Agent and Superintendent of Bhawulpore, with effect from the 20th July.

*The 3rd August 1866.*

By order, &c.,  
(Sd.) T. H. THORNTON,  
*Secy. to Govt., Punjab.*

## No. XCVII.

TRANSLATION of a letter signed by CAPTAIN L. H. GREY, Officiating Political Agent and Superintendent, and TAJ MAHOMED KHAN, COUNCILLOR, Commander of the Forces, and JUTTU MUL, SUB-COUNCILLOR of the BHAWULPOOR STATE, and bearing the seal of the NAWAB MAHOMED SADIK KHAN, addressed to the Secretary to the Government, Punjab.

In reply to your letter No. 873, dated 5th December 1871, it is written that it is necessary to make over to the British Government the lands required for the railway in the territory of this State, together with proprietary and sovereign rights therein, in accordance with the writing of His Excellency the Viceroy and Governor-General of India. They are conveyed to the British Government in perpetuity by free will on part of this State, together with complete criminal and revenue and other jurisdiction over the limits of the line. Henceforth the Bhawulpore State will have no jurisdiction therein.





## NORTH-WESTERN FRONTIER.

*From original papers in the Foreign Office, Macgregor's Gazetteer, and Paget's Record of expeditions.*

THE North-Western Frontier line, commencing from the head of the Khagan valley, passes round the north-western boundary of Hazara and along the left bank of the Indus to Torbela, where it crosses the river and winds round the northern and north-western boundary of the Peshawur valley to the Khyber pass. Leaving the Khyber pass, it skirts the Afreedee hills as far as Kohat, and passes round the western boundary of that district and along the Meerunzai valley. The frontier then passes round the Wuzeeree hills to Bunnoo and the head of the Suleiman range, thence down the base of this range to its termination on the upper confines of Sind and Khelat. The length of this line is fully 800 miles. On its outer side dwell a number of independent tribes, with a total of about 170,000 fighting men.

### Peshawur Frontier.

The principal tribes on this frontier with which the British Government has had dealing are the Yoosufzais, Judoons, Momunds, Afreedees, Orukzais, and Zaimooshts.

*Yoosufzais.*—This tribe is divided into two principal sections, Mandan and Yoosuf, descended from a common ancestor. In each section there are several sub-divisions or “zais,” and these again are composed of different clans or “khels” united by the bond of a common-parentage.

The Mandan section inhabits both the Yoosufzai plain within our border and independent territory beyond it; its population may be estimated at 140,000 souls, of whom 30,000 are fighting men. The Utmanzai sub-division of this section occupies the southern slopes of the Mahabun mountain on the right bank of the Indus; the clans which compose it are numerically weak, having only about 1,200 matchlockmen. The Utmanzais of Kubbul and Kyah gave every assistance to Sir Sydney Cotton's force in his operations against the Hindostani fanatical Mahomedans of Sittana in 1858. Syud Ahmed Shah, the founder of the colony of Sittana, was a native of Bareilly and at one period of his life the companion in arms of the celebrated Ameer Khan of Tonk. His doctrines were essentially those of the Wahabees, inculcating the original tenets of Islam, and repudiating commentaries on the Koran, the adoration of relics, &c. In 1824 he arrived amongst the Yoosufzai tribes on the Peshawur border and proclaimed a religious war against

the Sikhs but was defeated and fled to Swat and took refuge with Futh Khan of Punjtar. Having succeeded in attaching to himself the Pathans he was for several years successful in his struggles with the Barukzai Sirdars, but in 1829 a general insurrection produced by his oppressive exactions took place among the Pathans, many of his followers were massacred and he was compelled to flee to Hazara. His followers again rallied round him there but were completely defeated in 1830 by a force under Sher Sing and Syud Ahmed Shah fell in the action. A portion of his followers found their way to Sittana, a village belonging to Syud Akbar Shah who had served as a treasurer and counsellor of Syud Ahmed. After the annexation of Peshawur the Akhoond of Swat prevailed on the people of that valley to receive Syud Akbar Shah as their temporal ruler: he died in 1857. Though the Hindostanis were known to have aided the Hassanzais in an attack made by them in 1852 on the territory of the Nawab of Amb,\* no actual collision took place with them till April 1858 when, in order to punish them for an attack on the camp of a British officer near the border, a force of British and Native troops, 5,000 strong, under Sir Sydney Cotton was despatched against them. The buildings at Sittana and also at Punjtar, Chinglai, and Mingul Thanna where the fanatics had been invited by Mokarrab Khan, son of Futh Khan of Punjtar, were destroyed, and the Hindostanis were expelled from Sittana. The fanatics subsequently re-settled at Mulkah in the Amazai territory on the north-western slopes of Mahabun and in the early part of 1861 occupied Suree in the vicinity of Sittana and resumed their former depredations on British territory. It became therefore necessary to take steps against them, and the Utmanzais were called to account for permitting them to re-settle and to pass through their country when proceeding to and returning from British territory. A blockade was instituted, and soon afterwards these clans expressed themselves willing to submit to any terms demanded of them. After some interval they agreed (No. XCVIII.) to pay a fine of Rupees 1,000, to close their country against the Sittana fanatics or other robbers, and to cease from levying certain oppressive dues from traders proceeding up and down the Indus.

The Amazai clan of the Utmanzai sub-division were among the first to join the Hindostanis and Booneirwals in their opposition to the advance of the British troops under Sir Neville Chamberlain in the Umbeyla

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\* The Nawab of Amb holds lands on both sides of the Indus; more on the right bank, including Amb, he holds an independent tenure; those on the left, *viz.*, Tanawul in the Hazara district, he holds partly on a *quasi*-feudal tenure, and partly as an ordinary landholder.

campaign of 1863, the object of which was to drive the Hindostani fanatics out of Mulkah where they had returned after the blockade of the Utmanzais and Judoons in 1861. The Amazais after a show of resistance were pacified by the Booneir Chiefs, joined with them in burning Mulkah, and in January 1864 entered into Agreements (No. XCIX. & C.) to exclude the Hindostanis altogether from their limits. They can turn out about 1,500 matchlockmen.

The Yosuf section of the tribe inhabits the hills to the north of the Peshawur district. It contains several\* sub-divisions, numbering in all about 106,000 souls, of whom about 43,200 are fighting men.

\* Isazai. | Malizai.  
Iliaszai. | Rauezai.  
Akazai.

To the Isazai sub-division belong the Hassanzai, Akazai, and Mada Khel clans; they can turn out a total of about 5,000 fighting men. These clans live on both sides of the Indus: those Cis-Indus on the western slopes of the Black Mountain; those Trans-Indus immediately opposite to it.

In November 1851 the Hassanzais murdered Messrs. Carne and Tapp, two officers of the Customs Department. To punish this crime a force was sent against them in December 1852, and their villages and stores of grain were burnt. Bostan Khan, minister of the Nawab of Amb, who had plotted the murder, was sent a prisoner to Lahore, where he died. After this lesson the Hassanzais abstained from aggression till August 1863, when they made a raid in force on some Tanawul villages. It was intended that the troops employed for the expulsion of the Hindostani fanatics at Mulkah should cross the Mahabun to the Indus and punish the Hassanzais; but the plan was never executed. The clan, however, subsequently entered into Engagements (No. CI.), which they kept until July 1868, when, in concert with the Akazais and Chigarzais, a clan of the Iliaszai sub-division, they attacked a British police post at Oghi in the Agror valley. A small force under Colonel Rothney was at once despatched from Abbottabad, and was joined on arrival at Oghi by a contingent under the command of the Nawab of Amb. The bold front shown by these troops prevented the occupation of the Agror valley by bands of plunderers from the adjacent hills, and in the following October a force of 14,500 British and Native troops with 26 guns, under the command of Brigadier-General Wilde, including a contingent which the Maharajah of Cashmere was called upon to furnish, under the provisions of his Treaty with the British Government (No. LXXXV., page 165), was despatched against the Black Mountain tribes. The resistance offered was trifling, and the severest

punishment could have been inflicted on them. Their submission was, however, accepted, the Akazais being informed that the village of Shahtoot within the British frontier, which they had hitherto held as an independent village and revenue-free, would be in future assessed and held by them as British subjects. The attack was traced to the instigation of Atta Mahomed Khan, Khan of Agror, who was for various reasons disaffected towards the British Government. He was consequently removed to Lahore as a State prisoner, his jaghire, of the annual value of Rupees 1,608, was confiscated, and his estates were placed under the management of a British officer. Raids continued to be made by the Hassanzais and Akazais during his confinement, and it was found necessary to blockade them and burn Shahtoot. Atta Mahomed Khan was permitted to return to Agror in 1870, and was reinstated in the possession of his estates, but not of his jaghire, with a warning that any hostile or treasonable action on his part against the British Government would entail his dispossession and removal. He died in October 1875.

After the return of the Khan the troops which had been stationed in Agror were withdrawn; but the raids did not cease, the principal offenders being the Akazais. Since 1872 matters have somewhat improved, but are far from being in a satisfactory state, and in April 1875, a serious raid was committed by the Akazais and Khan Khel section of the Hassanzais on the British village of Ghanian. Before any measures for the punishment of the tribes could be decided upon a quarrel took place between the Hassanzais and Akazais which led to the voluntary and complete submission of the latter who engaged to abstain from all opposition to Government. The Hassanzais subsequently came in and professed a desire for pardon. In the meantime Shahtoot has been occupied and the land distributed among other communities.

The Iliaszai and Malizai sub-divisions of the tribe are located in the Booneir valley in Yaghistan. The Booneirwals, as they are also called, number about 11,000 souls, of which 2,000 are fighting men. The first occasion on which they came into collision with the British Government was during the Umbeyla campaign of 1863. They displayed considerable bravery, but finally agreed (No. CII.) to disband their force, destroy Mulkah, and expel the Hindostani fanatics from Booneir. To these engagements they adhered and caused no further trouble till 1868, when the Salarzai clan of the Iliaszai sub-division burnt a village in British Yousufzai. For this they were blockaded until they agreed to rebuild the village and pay a fine to the British Government.

The Yeosufzais of the Ranezai sub-division reside beyond the British border on the slopes of the Totai hills and in the western part of the Swat valley: they can turn out about 3,000 matchlockmen.

In 1852, circumstances occurred which rendered it necessary to punish the Ranezais and their neighbours the Utman\* Khel.

The large village of Tungi, on the Swat river, was the residence of a powerful Chief named Arjoon Khan, a young man of a restless, proud, and bigoted character. A large part of the village was held by him revenue-free, but he desired the whole of it, and exemption from personal attendance at our courts, and from the interference of our revenue and police officials in his village. Finding that these demands were not likely to be complied with, he adopted the course, not unfrequent during the Dooranee and Sikh rule, of removing to the hills, calling around him a band of adventurers, and heading them in acts of aggression upon British villages, in the hope that the Government would be induced to yield to such pressure and grant him the privilege he sought. He took up his quarters in the Utman Khel villages to the north of the district, and received in jaghire several villages on the border from the Syud Akhoond of Swat, who was himself anticipating the advent of the British, and willingly received such fugitives, locating them on his border to act as an advance guard. The villages assigned to them were separated from British territory by the district of the Ranezais through which these malcontents were in the habit of passing in their forays to British villages.

On the 6th March 1852 a detachment of the Guides was attacked at Goojur Gurhee by one of these bands under the fugitive Mokrum Khan. As the outrage was clearly traced to the Ranezais, a force under the command of Sir Colin Campbell moved from Peshawur to coerce them. They submitted before hostilities actually commenced and agreed to pay a fine of Rupees 5,000, surrendering three of their headmen as hostages; but these they afterwards repudiated and expelled their families from the district.

On the night of the 20th April 1852, Arjoon Khan, with a band of 200 horsemen, attacked the large village of Charsudda, which was the headquarters of the Hushtnuggur tehsil. The tehsildar, himself a Syud, was murdered and cut to pieces, several other officials were similarly treated, and the tehsil treasury was plundered. The whole of the Hushtnuggur district was thrown into alarm and confusion. In all these acts the chief support of

\* A Pathan tribe, but unconnected with any of the surrounding tribe of that race.

the rebels was the so called King of Swat, and the aiders and abettors were the tribes of Utman Khel and Ranezai.

For the signal chastisement of these tribes a force of 5,000 men was collected near Tungi, on the Swat river, and Sir Colin Campbell proceeded in May against the Utman Khel, who numbered 5,000 matchlocks. They offered considerable resistance, but were finally driven from their strongholds with much loss, and their chief villages of Pranghar and Nawadum were completely destroyed. The force passed on into Ranezai and captured the leading men of the tribe.

No agreement was entered into at that time with the Utman Khel, but their defeat at Pranghar convinced them of their inability to cope with us, and they have never since offended. The Ranezai Chiefs shortly afterwards submitted, and wished to become British subjects. This was not acceded to, but they were allowed by Colonel Mackeson, then Commissioner of Peshawur, to re-settle on terms (No. CIII.), to which they have since steadfastly adhered. At the same time a fort was constructed at Abuzai, on the Swat river, to check these tribes. The result of the expedition was to restore order and security to the Ilushtnuggur district, and to put a stop to the flight of Chiefs and Mulliks.

Among the off-shoots of the Yoosufzai tribe may be reckoned the Utman Khels (distinct from those mentioned in connection with the Ranezais), who live in the Baizai sub-division of Yoosufzai. Their conduct as British subjects has been uniformly refractory, and in the Umbeyla campaign in 1863 they caused much annoyance by cutting off stragglers between the British position and the rear. As a punishment, a fine of Rupees 2,500 was inflicted upon them. The adjustment of the shares in which this was to be borne by the different villages led to much bloodshed among them. Order was for a time restored, but the feuds broke out again in 1865, and as some of the independent tribes were concerned in the disturbances, a strong force, under Brigadier General Dunsford, was despatched to the spot. Their villages were levelled to the ground and re-built on the plain, where they are no longer inaccessible or in the way of assistance from independent tribes.

*Judoons.*—The Judoons are a Pathan tribe, who reside partly on the southern slopes of the Mahabun mountain, and partly in the Hazara district. They muster about 2,800 men. The tribe is divided into two principal sec-

tions—Salar and Munsoor. They have principally come into contact with the British Government through their connection with the Hindostani fanatical Mahomedans of Sittana. In 1858, when Sittana was destroyed, the Judoons remained quiet and agreed to prevent the return there of the Hindostani fanatics. In 1861 they were called to account, in common with the Utmanzai Yoosufzais, for permitting these fanatics to re-settle and to pass through their country when proceeding to and returning from British territory. A blockade was instituted, which soon resulted in the submission of the tribe and an Engagement (No. XCVIII.) was taken from the Salar section of the tribe similar to that executed with the Kubbul and Kyah clans of the Utmanzai Yusoofozais. The Munsoor section also signed an Agreement (No. CIV.). In July 1862 the fanatics re-occupied Sittana, and sent threatening messages to the Nawab of Amb; as the Judoons failed after due warning to expel them, they were in July 1863 subjected to a blockade. The conduct of the Judoons during the Umbeyla campaign was satisfactory, and in January 1864 they again executed Agreements (Nos. CV.—CVII.) not to permit the return of the Hindostanis to any part of their territory. They continued, however, every year to disregard these promises, and in 1870 a blockade was declared against them. They finally submitted to the payment of a fine of Rupees 3,285, and gave security that they would not violate British territory.

*Momunds*.—The Momunds are a large tribe, occupying the hilly country on the north-west border of the Peshawur valley, adjoining Bajour and Koonur to the north, and the district of Ningrehar to the west, the southern boundary being formed by the Cabul river. They own allegiance to the Ameer of Cabul, from whom their Chiefs receive cash allowances and the revenue of certain districts in the direction of Jelalabad, amounting to about Rupees 70,000 per annum. The tribe can turn out 19,000 fighting men, and is divided into six\* sections, each of which again is sub-divided into several clans. Owing to the direct influence exercised by the Ameer Dost Mahomed over the Momunds, it was chiefly through this tribe that he endeavoured, after the annexation of the Punjab, to harass our border. The Chief, Saadut Khan of Lalpoora, was also personally inimical to us, because during our brief connexion with the affairs of Afghanistan in 1841 he had been superseded in the Chiefship by his cousin, Torabaz Khan, who was however unable to maintain his ground after the British had left the country. The tribe possessed peculiar facilities for

\* Turrukzai. Khwazai.  
Haleemzai. Utmanzai.  
Faizai. Dawezai.



causing annoyance, as two of the roads leading to Afghanistan pass through their territories.

The principal sections with which we have had dealings are the Turrukzais, to which belong the Chiefs of Lalpoora, Michni, and Pindiali, and the Haleemzais. Both sections border on our districts, and were in the enjoyment of certain villages within the Peshawur district of the collective value of Rupees 10,000 per annum; thus owing joint allegiance to the British Government and to the Ameer of Cabul. In 1850 and 1851 their raids and robberies were frequent. Large bodies of them entered the plain by night and destroyed our villages, massacring the people or carrying them off to the hills till ransomed by their friends. The grazing lands of our villages lie immediately under the Momund hills, and at last scarcely a day passed without some of the cattle being carried off.

The district was becoming disorganized, and in October 1851 Sir Colin Campbell (Lord Clyde), who was then commanding at Peshawur, received the orders of Government to proceed against the tribe. He took the field with a considerable force, and attacked the Turrukzai and the Haleemzai clans. The whole tribe opposed themselves to him under Saadut Khan, and operations continued for three months. During that time their villages immediately on the border were destroyed, their towers blown up, and in the several skirmishes which occurred many of their men were slain. The tribe became disheartened; and when the fort of Michni had been completed and garrisoned, and police posts had been placed along the border, with towers of communication, the troops were withdrawn. Scarcely had this been done when, in April 1852, the tribe determined to make another combined effort. They were attacked and completely routed by Sir Colin Campbell, and from that day the tribe never appeared against us in a body, and left the three clans on our border to make their own arrangements.

The Haleemzai under their Chief, Ahmed Sher, at once tendered their submission and entered into terms of Agreement (No. CVIII). They were allowed to re-settle on payment of an annual tribute of Rupees 200, and on condition of loyalty and good service. To these terms they have adhered with singular steadfastness, and in 1857 they were so useful to the local authorities, that Ahmed Sher received an annual grant in acknowledgment of their services.

The Turrukzai Momunds did not at once succumb, but opposed to the utmost of their power the building of the fort which was to hold them in check.

Finding, however, that the other clans rendered them no assistance, and that the feud was more injurious to themselves than to us, they also submitted, and were allowed to re-settle on payment of an annual tribute of Rupees 600. Their Chief, Rahmdad, was a crafty and restless man, and incited by him they again commenced a series of lawless acts, and finally the greater portion of them left their villages in British territory and went to their hills in open feud in August 1854. A force was despatched against them under Sir Sydney Cotton, who attacked them by a movement on both sides of the Cabul river, and destroyed their principal villages of Shah Moosah Khel and Sadun. Their losses on the occasion were severe, and the lesson was final. They submitted unconditionally, and those who had thrown off their allegiance were only allowed to re-settle on payment of revenue assessed upon their lands, amounting to Rupees 3,000 per annum. Those who had remained loyal continued as before to hold their lands rent-free on payment of their share of the tribute. No written agreements were entered into, but these arrangements were successful.

The Pindiali clan long continued at feud with us, but at last, worn out by a ten years' struggle and blockade, they sued for pardon and for peace; and in November 1860 their Chief, Nawab Khan, submitted unconditionally, and was pardoned on making restitution to our subjects for stolen property, and paying compensation for other injuries caused by his clan.

After the submission of Nawab Khan the Momunds abstained from aggression until 1863, when the emissaries of the Akhoond of Swat succeeded in creating open disturbance among the Momunds of the Peshawur valley. A body of them 3,000 strong, led by Sultan Mahomed Khan, son of Saadut Khan, entered British territory, but were attacked and routed near Shabkadar by a small British detachment of 55 cavalry and 100 infantry. Under the influence of the fanatical preachings of a band of moollahs from Ningrehar 5,500 Momunds, under Nowroz Khan, another son of Saadut Khan, threatened the fort of Shabkadar in January 1864, but were met by a British force of 3 guns, 460 sabres, and 1,230 bayonets under the command of Colonel Macdonell and completely defeated. For his share in these proceedings the Ameer of Cabul removed Saadut Khan from the Chiefship of Lalpoora and deported him with his son Nowroz Khan to Cabul. He was subsequently released, but died soon afterwards. In 1871 Sultan Mahomed Khan was Chief of Lalpoora, but was assassinated by one of the Torabaz branch of the

family. He was succeeded by his brother Nowroz Khan. In 1873 Bahram Khan, half-brother of Nowroz Khan, caused the murder of Major Macdonald, Commandant of the fort of Michni. For his negligence in allowing the murderer to escape Nowroz Khan was removed from his Chiefship by the Ameer, but was afterwards restored, only to be deprived of it again in 1875. He has been succeeded by his nephews, Zardad Khan and Lal Mahomed Khan, as joint occupants of the Chiefship.

Dissensions among the various clans of the Momunds have been frequent, but, with the exception of a few petty raids, the tribe have committed no aggression on British territory since 1864. In November 1873 the Ilafizkor clan of the Turrukzai Momunds was prohibited from entering British territory for three years, and its lands were confiscated, for having fired at Captain Anderson, Commandant of Shabkadar.

*Afreedees*.—The Afreedees are a large tribe of Pathans, inhabiting the

*Kookie Khel.	Khumber Khel.	lower and easternmost spurs of the Sufced Koh
Sipah	Zukha	range to the west and south of the Peshawur
Kummer "	Aka "	district, including the valley of the river Bara,
Mullikdeen ..	Adam "	and portion of those of Cheerah and Teerah.

They are divided into numerous sections,\* and have a total fighting strength of 25,200 men.

The Kookie Khel is an important and powerful section, numbering some 3,400 fighting men. Their summer quarters are in Bar Bara and Tordara, and in winter they move down to their settlements at the mouth of the Khyber pass, which they occupy as far as Ali Musjid and the caves of Kajoorai.

They have been, since annexation, more notorious for harbouring criminals and refugees than for direct acts of aggression, and as they derive their means of subsistence chiefly from the sale of fire-wood in British cantonments, Government has always possessed a ready means of punishing them for lawless acts. Such an act was committed in January 1857, when Dost Mahomed was encamped at Jumrood after his interview with Sir John Lawrence, whose camp was a few miles nearer Peshawur. A party of young officers rode beyond the Ameer's camp towards the pass, and were fired on by the Kookie Khel. One of the number, Lieutenant Hand, was so severely wounded

that he died during the night. The crime having been brought home to men of the tribe, they were blockaded, and many of their men fell into our hands. During these hostilities the mutiny broke out, but the blockade was continued in full force, and was so injurious to the interests of the tribe, that they paid a fine of Rupees 3,000 and entered into an Agreement (No. CIX.).

The Sipah, Kummer, Mullikdeen, and Khumber sections of the tribe can muster in all about 9,900 matchlockmen. In winter they inhabit the hilly country known as Kajoorai, north of the Bara river, on the Peshawur border, and portions of the Khyber pass.

This joint occupancy has been very inconvenient, as it has enabled them to allow members of other tribes to pass through their settlements for purposes of robbery and theft, in which cases the responsible party could seldom be ascertained. On this account they refused on several pretexts to become jointly responsible. But in the early part of 1861 a party of villagers from British territory, who were grazing their cattle in the vicinity, were attacked by the Zakha Khel, who had been residing in Kajoorai. One was killed, three were wounded, and their cattle was plundered. Some of the Kajoorai men were seized, and further proceedings threatened, unless immediate reparation was made and an agreement entered into of joint responsibility for the future. The sections concerned sent their representatives to Peshawur, paid a fine of Rupees 1,000, and entered into the desired agreement, which closes that corner of the district against the Zakha Khel and other robbers. The Agreement (No. CX.) with the Sipah and Kummer sections was made on the 24th April 1861; that with the Mullikdeen Khel and Khumber Khel was effected shortly afterwards, and is of the same tenor.

The Zakha Khel is the most important and powerful of all the sections of the *Afreedees*, and can bring into the field when united, which is seldom the case, between 4,000 and 5,000 fighting men. They inhabit the Khyber pass. The Zakha Khels have always been noted as bold and clever robbers, but the British Government has never come into collision with them as a tribe. They were formerly divided into two great factions, led respectively by Bostan Khan and Aladad Khan. In August 1857 the clans under Bostan Khan entered into an Agreement (No. CXI.), and their example was shortly afterwards followed by the remainder under Aladad Khan (No. CXII.).

The Aka Khel is a large section of the Afreedees, numbering 1,800 fighting men, whose summer residence is in the Teerah mountains, but they migrate in the winter to the hills bordering on the Peshawur district, between the Kohat pass and the Bara river, where they dwell in caves, grazing their cattle in the plain. They had frequently committed cattle thefts and robberies near the Kohat pass, but were not considered so hostile as others. In the autumn of 1854, when Lieutenant Hamilton, district Engineer, was encamped at Badabair, engaged in completing the Kohat and Peshawur road, a large body of about 300 men of the Aka Khel came down a ravine from the hills, and silently surrounding the camp, suddenly lit torches and attacked it. The sleeping inmates were nearly all slain; Lieutenant Hamilton was wounded; the camp was plundered, and the tents fired. A small force at once took the field under Colonel Cragie, and entering the Aka Khel hills, inflicted as severe punishment as it could on the tribe. At the same time they were effectually blockaded, which was a source of still greater injury to them, as they were dependent on Peshawur for their support during the winter by the sale of fire-wood. Troops remained in front of them, and many of their cattle and people fell into our hands or were killed in skirmishes. They did not, however, submit that season, and returned as usual in the spring to their summer settlements in Teerah. In the autumn of 1855, when they were about to migrate, steps were taken to continue the blockade, and finding themselves exposed to this, they sued for peace, finally consenting to pay a fine of Rupees 2,670, to abstain from plunder in British territory, and to give hostages for their future good conduct. An Agreement (No. CXIII.) to this effect was entered into with them on the 11th January 1856.

One of the clans of the Aka Khel is the Bussi Khel, who share in the allowances given for the protection of the Kohat pass and occupy the hills close to the entrance of the pass. This allowance was originally paid to them in consequence of their having claims to a portion of the land between Kotkai and Eymul Chabootra called Kullumsadda. These claims gave rise to constant quarrels between the Bassi Khel and the Akhorwals. As the former refused to abide by the decision of the Commissioner of Peshawur which they had previously agreed to accept, they were in February 1867 debarred from entering British territory; but after a brief interval submitted. In consideration of their agreeing (No. CXIV.) to the former terms, *viz.*, a truce on the Kullumsadda question for seven years, the allowance hitherto paid to them was raised from Rupees 600 to Rupees 1,000 per annum.

The Adam Khel is a large and important, but completely distinct, community of the Afreedees. It is divided\* into several smaller bodies, and can turn out about 3,500 matchlockmen. Located in the hills and glens westward of Jalalah Ser and in the glens on each side of the defile leading from the Peshawur valley to Kohat, it holds the entire pass in its grasp. The defile extends from near Eymul Chabootra, in the Peshawur plain, for a distance of about 12 miles. The road then winds over a mountain, the crest of which forms the boundary between the Gullee Afreedees and the Bungushes, who occupy the Kohat valley. From this crest to Kohat is a distance of about 7 miles, the greater part of which is a descent through mountain gorges unoccupied by any tribe.

\* Gullee Khel.  
Hussun „  
Ashu „  
Jowakih.

The Gullee Khel live in the pass, and can muster about 900 matchlocks. In 1849 the British Government entered into an agreement with the Gullee Khels, by which the latter agreed to keep open the communication of the pass in consideration of an annual payment of Rupees 5,700, of which Rupees 3,000 was to be paid to the Mulliks and Rupees 2,700 to forty-five men to be placed at certain posts in the pass which was annulled by their subsequent conduct.

Soon however, they began to be troublesome. Their suspicions were also aroused by the construction of a road from Kohat towards the fastnesses, and there was discontent regarding the salt regulations at the Trans-Indus mines.

On the 2nd February 1850 a party of Sappers, engaged on the above road about 3 miles from Kohat, was attacked by the Gullee Khels and Akhor-wal clan of the Hussun Khel, and nearly all were killed or wounded. The Commander-in-Chief, Sir Charles Napier, was at Peshawur, and he issued orders for the forcing of the pass, with the double object of strengthening Kohat and punishing the Afreedees. This was accomplished between the 10th and 13th February, with some loss to ourselves. The villages in the pass were partially destroyed, and a regiment of cavalry and one of infantry were left at Kohat.

In April hostilities were renewed, and a company of infantry from Kohat was placed in a post on the crest of the mountain. The post was soon found to be untenable, and the detachment was withdrawn. It was then

resolved to try the effect of a blockade, and the *Afreedees* were debarred from all ingress or dealings with the Peshawur or Kohat valleys.

The agreement above mentioned was of course made void by these proceedings, but the pressure of the blockade induced the Gullee Khels in September 1850 to sue for terms, and the British Government consented to renew their old allowances on condition of their being responsible for the security of the pass. In order to strengthen the arrangement, Rahmut Khan, a Chief of the neighbouring Orukzais, was admitted to a share of the responsibility and was granted a personal allowance of Rupees 2,000 per annum and Rupees 6,000 as the pay of a mounted guard of 100 men of his tribe to be maintained on the crest of the ridge near Kohat. The allowances as thus revised aggregated Rupees 13,700 per annum.

This arrangement continued till the close of 1853, when the continued misconduct of these *Afreedees* necessitated a change. The Deputy Commissioner of Kohat proposed that the Bungushes, who inhabit the Kohat valley, should be entrusted with the road from Kohat to the crest of the mountain, and the Gullee *Afreedees* with their own defile only. This was stoutly opposed by the latter, who claimed the crest of the mountain as their own. The Bungushes advanced to take possession of it, but were driven back, and evinced their inability to cope with the *Afreedees*. At this time the force which had destroyed Boree was encamped in the neighbourhood, and it was arranged that a simultaneous movement should be made against the pass from both sides. Perceiving their danger, the Gullee *Afreedees* submitted and withdrew their claim to the crest of the mountain, leaving it to the Government to make what arrangements they pleased for the road. Accordingly, on the 1st December 1853, they entered into an Agreement (No. CXV.) to maintain the pass on the old terms, from Eymul Chabootra on the Peshawur side to the foot of the mountain. They also relinquished Rupees 300 of the allowance to the Mulliks in favour of the Bussi Khel. The cost of this arrangement was Rupees 5,700.

Since 1853 the Gullee Khels have given very little trouble. This is probably due to their knowledge that in the event of misbehaviour their wood and salt trade with British territory would be stopped and their losses thus be considerable.

The Jowakih clan live in the hills to the east of the Kohat pass and number about 1,000 fighting men. By an Agreement (No. CXVI.) concluded on the 3rd December 1853, they receive Rupees 2,000 per annum for the maintenance of a tower on the crest of the Kohat pass.

The Jowakih village of Boree had, throughout the Sikh rule, been notorious as the residence of freebooters, who plundered on the Attok road. After annexation its notoriety increased, and being strongly located in the mouth of the pass, criminals from the Peshawur and Rawul Pindee districts found an asylum there, and made it the point from which they started on their marauding expeditions. It was therefore found necessary, in November 1853, to proceed against the place in force. Sir John Lawrence, then Chief Commissioner, accompanied the expedition, and the troops encamped in the plain between the Kohat and Jowakih passes.

The force then proceeded to attack the Jowakihs in their stronghold of Boree. The operations were difficult, and owing to the nature of the ground our loss was severe; but the village and all its towers were destroyed, and the Jowakihs were driven from all the positions which they had occupied. The destruction of Boree had the desired effect, and in two months the clan submitted, and entered into an Agreement (No. CXVII.) on the 11th January 1854 engaging to abstain from raids themselves, and to eject within two months all the fugitive freebooters with them. These engagements have been strictly fulfilled by them.

Subsequently to these proceedings Fort Mackeson in the plain between the two passes, and the police post of Shumsnuttoo to command the entrance to the Jowakih pass, with patrolling roads and connecting towers, were constructed.

The Hassan Khel live in the hills leading to the Jowakih pass on the Peshawur side. They muster about 900 fighting men. To this clan belong the Janakhories so called from their inhabiting eleven villages in the Janakhor valley. The Ashu Khel are located to the south of Fort Mackeson on the first range of hills. They have about 700 matchlocks.

The Hassan Khel and Ashu Khel were mixed up in the depredations and insults which in 1854 brought down punishment on the Jowakihs of Boree.



During the investigations which took place on this occasion it appeared that these clans were powerless against the Jowakihis; but in the presence of the British force they were enabled to separate themselves and entered into an Agreement (No. CXVIII.) on their own part on the 15th November 1853.

In 1866 the Hassan Khel having refused to make reparation for a series of outrages committed against British subjects in British territory, were subjected to a strict blockade. As this measure was ineffectual, preparations were made to coerce them by force of arms; but before the troops advanced, the clan submitted unconditionally to the terms imposed upon them, gave hostages for their future good conduct, and signed an Agreement (No. CXIX.) similar to that executed by them in 1853.

*Orukzais.*—This is a Pathan tribe, inhabiting the mountains to the north and west of the Kohat district; their country is generally known as Teerah. They are divided into four main sections,\* the total strength of which amounts to about 29,000 fighting men.\* The clans, however, are not swayed by any common interests, and we have had no relations with them as a body.

\* Dowlutjai.  
Ishmailjai.  
Lushkurjai.  
Hamsyah.

To the Dowlutjai section belong the Bezotee, Utman Khel, Sipah, and Feroz Khel clans, with a total fighting strength of 2,200 men. When the Bungushes failed to make good their position in the Kohat pass against the Gullee Khel Afreedees in 1853, they called to their aid these clans, and assigned to them a portion of the allowance of Rupees 7,700 per annum which they themselves received for the security of the pass from the crest to the Kohat entrance. Accordingly the Bezotee and Feroz Khels receive Rupees 2,000 (No. CXX.), and the Sipahs Rupees 500 (No. CXXI.).

In 1868 these clans attacked some police posts in British territory, and a blockade was established against them. It was not sufficiently deterrent, and a small force destroyed the village of Garoh in February 1869. Since then they have given no trouble.

One of the clans of the Ishmailjai section is the Rabiah Khel tribe. After the annexation of the Meerunzai valley, the Orukzais combined to threaten our border. Numerous raids were committed by them, and in 1855 the Rabiah Khel attacked and plundered the British village of Shahoo Khe

A force proceeded against them under Brigadier-General Chamberlain, and on the 1st September 1855 successfully carried their positions on the Sumana range, inflicting considerable loss on the tribe. They immediately submitted, and on the 20th September 1855 entered into an Engagement (No. CXXII.) for future good conduct, to which they have since adhered.

It was found expedient to have an understood course of procedure with the various clans of the Orukzais and other independent tribes surrounding the Kohat district, and simple agreements were therefore entered into with them laying down what was expected of them in their intercourse with British subjects.

The Orukzai clans with whom such agreements have been made are—

Dowlutjai section	...	Utman Khel	...	600 fighting men.
Ishmailjai	..	Aka	..	500
Lushkuzai	..	Munmoozai Khel	...	3,000
		Alisherzai	..	3,000
		Mishte	..	3,000
Hamsajah	..	Ali	..	3,000
		Shekhan	..	2,500

These agreements have been made at different times, but are all of the same tenor. One only, that with the Utman Khel, dated 2nd August 1858 (No. CXXIII.), is here given.

A similar engagement has also been made with the Zaimooshts, a tribe of Pathans inhabiting the hills between Meerunzai and Koorun, and numbering about 4,500 matchlockmen.

### Derajat frontier.

This portion of the North-Western frontier is occupied by a number of Pathan and Belooch tribes the most northerly of which are the Wuzerees.

*Wuzerees.*—This is a large tribe of Pathans, who inhabit the hill country to the west of the Trans-Indus Frontier, from Thul in Meerunzai to the Gomal pass.

There are five\* great branches of the Wuzerees, divided into numerous sections and sub-sections. The fighting strength of the whole tribe is estimated at 41,000 men. The most northerly branch is the Lelai, then the Goorbaz; but with these we have never come into contact.

\* Lelai.  
Goorbaz.  
Utmanzai.  
Ahmedzai.  
Mahsood.

One of the principal sections of the Utmanzai is the Kabul Khel, numbering about 3,500 fighting men. Between 1851 and 1854 the Kabul Khels committed a number of raids, for which they were blockaded, and several of them were seized in British territory. These measures resulted in their submission and the conclusion of an Agreement (No. CXXIV.). In 1859 the Kabul Khels gave shelter to the murderers of Captain Meham, and a considerable force was despatched against them under the command of General Chamberlain. Arrangements having been made with them and other clans implicated for the capture and surrender of the murderers, the objects of the expedition were attained without bloodshed. In 1866 the Kabul Khel were mixed up in a raid on Thul. For this they were fined Rupees 2,000, and an Agreement (No. CXXV.) was taken from them. In 1871 a sudden visit was made to the country of the Seifali clan of the Kabul Khels, the principal receivers of stolen cattle from the Bunnoo district, with the object of showing them that they were not safe from punishment. This resulted in their voluntarily signing an Agreement (No. CXXVI.) to restore all stolen property and refuse shelter to heinous criminals.

Punishment has on more than one occasion been inflicted on the Omarzai and Spirkai sub-sections of the Ahmedzais, both by pursuing them into their own villages and by excluding them from British territory; but we have no written agreements with this branch.

The Mahsood branch consists of three principal sections, Alizai, Shahman Khel, and Bahlolzai, with a fighting strength of 17,000 men. They inhabit the hills on the Tank and South Bunnoo borders. The Mahsood Wuzerees had for years remained in a hostile position towards the British Government, and lawless bands, recruited from the sub-divisions of the tribe residing nearest to our border, had constantly plundered and harried the neighbouring British territory. The inconvenience of this had been somewhat less felt from the fact of their operations being almost entirely confined to the Tank border, which was not under direct British management, and where Nawab Shah Newaz Khan, Khuttie Khel, contrived to carry on matters in a half friendly, half defensive manner, which, though little satisfactory, it was deemed unadvisable to interrupt. A crash eventually came, when, in the absence of the Nawab and the chief military and civil authorities, the Mahsood tribe, headed by their most famous Mullik, attempted to plunder the town of Tank. They were gallantly defeated, with great loss, by a body of Punjab cavalry and some police horse. This defeat was followed up within a month by an expedition into the Wuzerees hills. Ransom was taken for one of the two chief towns of the tribe, and the other town was destroyed. The Mahsoods

felt this blow heavily, but would not at first make peace. The force returned in May 1860. In March 1861, after a year of comparative quiet, the heads of the tribes came down to sue for peace. Terms were offered them which they said they were unable to accept, and they returned to their hills.

After this they tried to do all the mischief they could, but rather lost than won in dealing with our outposts. In June 1861 they again sued for terms; and whereas they had been before required to make peace as one body, they were now allowed to deal with us by sections, there being three large divisions of the tribe. This was considered a boon; peace was made (No. CXXVII.) with apparent good-will on both sides, the British Government securing to itself the power of indemnity for injuries by the confiscation of the merchandise of offending sections of the tribe. In less than two months the treaty was broken by the murder of a party of grass-cutters. This was said to have been done at the instigation of a Mullik who had not been a consenting party to the Treaty. Two sections were concerned in this murder. The whole of their tribesmen within reach and all their property were seized, and the tribe was excluded from British territory. This exclusion continued till the middle of October, when the heads of the tribe came down and made good the fine of Rupees 4,500 imposed upon them by the terms of the Treaty. Peace was thus temporarily restored, and an attempt was made to settle some of the Bahlolzai section in British territory and to give them service in the frontier militia. The experiment was not successful, and the Mahsoods continued their depredations in the Tank valley, till in 1864 the Bahlolzai section was excluded from trading in the Bunnoo and Dera Ismail Khan districts. A second attempt to employ the Mahsoods in agriculture and frontier service was made in 1866 and was partially successful; but the Bahlolzai section could not abandon their old habits: murders and robberies in British territory were of common occurrence, and no punishment followed beyond exclusion from British territory.

Wearied at length of their continued proscription from intercourse with British territory, the Shaman Khels made full submission in March 1873 on the terms (No. CXXVIII.) offered by the British Government, *viz.*, that they should pay a fine of Rupees 3,000, be held responsible for the misconduct of individuals, and give twenty hostages as guarantees of future good behaviour. Their example was followed in 1874 by the Bahlolzai section (No. CXXIX.) of the Mahsoods.

South and east of the lands of the Utmanzai Wuzcerees and north of those of the Mahsood Wuzcerees lie the two valleys of upper and lower Dour.\* The inhabitants are divided into two sections, Malais and Tapizais, the

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\* See page 335.

former occupying upper, and the latter, lower Dour. In 1870 the Douris sheltered and assisted the Mahomed Khel Wuzerees then in rebellion against the British Government. For this they were fined Rupees 6,500. The upper Douris paid their share of the fine amounting to Rupees 1,500, but the inhabitants of the lower valley refused to do so, and maintained an insolent and defiant attitude. A small force was, therefore, despatched against them, and after the capture of one of their villages they submitted unconditionally and paid their share of the fine. They also entered into an Agreement\* (No. CLXXXI.) similar to that executed with the Seifali section of the Kabul Khel Wuzerees (see p. 235).

The tribes from north to south of the Derajat Frontier below the Wuzerees come in the following order:—

Pathans	...	Buttanis	...	4,500	fighting men.
		Shiranies	...	4,000	"
		Ushteranas	...	900	"
Belooches	...	Kusranis	...	1,550	"
Pathans	...	Khetrans	...	4,600	"
Belooches	...	Bozdars	...	2,720	"
		Loonds	...	2,000	"
		Khosahs	...	4,500	"
		Lugharis	...	8,500	"
		Goorchanis	...	1,200	"
		Mazaris	...	2,000	"

No written agreements have been entered into with these border tribes except with the Loonds, the Khosahs, the Goorchanis, and the Lugharis. These agreements are of the usual tenor, and provide for the good conduct of the tribe, &c. Expeditions in greater or less force have however on several occasions been undertaken against them, and they have frequently been excluded from British territory for raids committed in it.

Belooches are employed in the force known as the Frontier Militia garrisoning the minor outposts on the border, which they patrol in co-operation with the military, who occupy the larger posts. The principles on which this force was originally organized having, from various causes, been partially relinquished, a scheme was sanctioned in 1873 by which certain outposts, the maintenance of which was rendered unnecessary by the peaceful state of the country, were reduced, the garrisons of the remainder re-organized, and their pay revised. The Belooch Chiefs, resident in our territories, are held answerable for the passes from the mountains opposite their lands, in consideration for which service they receive certain allowances from Government, amounting in all to Rupees 5,200 yearly.

\* This Agreement was received too late for insertion in its proper place. It will be found at p. 431.

No. XCVIII.

AGREEMENT entered into by the KHUBBUL and KYAH branch of the UTMANZAI PATHANS and the SALAR TUPPAS of the TRANS-INDUS JYDOONS with the BRITISH GOVERNMENT.

I. We do hereby conjointly and severally pledge ourselves not to permit the Syuds, late of Sittanah, or the Hindoostani fanatics and others associated with them, now at Mulkah, in the Amazye country and elsewhere, or any of them, or any other persons inimical to the British Government, or who have committed or intended to commit criminal acts against it, or any other persons except the members of the Ootmanzai Pathans of Khubbul and Kyah and their cultivators, to establish themselves at Sittanah or within the lands pertaining thereto, or anywhere within the limits of our settlements; and should they endeavour to do so, we will ourselves unite to prevent or expel them; and in the event of any of the parties to this Engagement acting in contravention of its terms, that party will alone bear the blame, provided that the remaining parties shall be bound in that case to treat it as an enemy, and to continue to the best of their ability to give effect to the provisions of this Agreement.

II. We will consider the friends of the British Government our friends, and its enemies our enemies, and in the event of the Munsoor Tuppa of the Trans-Indus Jydoons, which is not a party to this Agreement, continuing or becoming refractory, we will, so far as the fulfilment of our present Engagement requires, hold ourselves aloof from it, and in such measures as the British Government may see fit to take, we will render our assistance for the furtherance thereof against it, and will give to any force employed to punish it, a free road through our country.

III. Should any person residing within our settlements (including Mundee, Sittanah, and the lands pertaining thereto) enter the territory of the British Government and commit injury therein, we pledge ourselves to be responsible, and either to expel him from our country or to afford such redress as the said Government may demand. Further, we will permit no person or persons from beyond our borders to pass through our settlements for the purpose of committing injury in British territory, or, having committed injury therein, to return through our settlements to his or their place of refuge or abode, and failing in this we will afford such redress as the British Government may demand. Provided that for every infringement of this Article of the Agreement each contracting tribe shall be held separately responsible.

IV. We will not permit any person or persons conveying money, or arms, or ammunition, or aid of any kind whatever to the Hindoostani fanatics, to pass through our settlements.

V. We will not harbour or render assistance to any fugitive, murderer, robber, or thief who has committed crime in British territory, nor will we

permit him to come and abide within our settlements. Should he endeavour to do so, we will at once expel him. Provided that for every infringement of this Article, each tribe shall be held separately responsible, and shall afford such redress as may be demanded.

VI. In the event of any British subject committing injury within our settlements, we will not make reprisals, but will claim redress in British Courts.

VII. Provided that we shall not hereafter be entitled to claim exemption from the fulfilment of all or any of the terms of this Agreement, on the ground of inability by reason of discord among ourselves; and that for all the purposes thereof, we shall be held responsible for the acts of all residents within our settlements, whether members of the contracting tribes or not.

*Additional Articles with the Utmanzai of Khubbul and Kyah.*

VIII. We will not permit any person to convey green salt from our settlements across the Indus into British territory, whether he be resident in our settlements or not.

IX. Inasmuch as the Khubbul ferry of the Indus has been established and a boat placed thereon for our convenience and advantage by the British Government, we hereby declare that we hold it and enjoy the privilege of using it, subject to such conditions as the British Government may see fit to impose: and, further, we will permit no residents within our settlements or others to cross the Indus to British territory on Shurnacis by night; and those only shall be permitted to cross on Shurnacis by day, to whom permission to do so may be granted by the British authorities on the security of respectable Mullicks.

X. Inasmuch as we are permitted to hold free intercourse with British territory for trading and other purposes, without payment of tax or duty, we hereby agree to relinquish all claim to tax and duty on merchandize of every description belonging to resident traders of British territory in its passage through our settlements, as also to all duties heretofore levied on timber floated down the Indus by British merchants; and in return for the protection we receive in British territory, we agree to afford protection, to the best of our ability, to all merchants and others from British territory trading with or through our country, and we will, to the best of our ability, prevent robbers or others from exacting black mail or other imposts from them within our settlements.

XI. We will ourselves, as the proprietors, hold the lands of Sittanah, and ourselves arrange for the cultivation and management thereof; and we will not give possession thereof, or of any part thereof, for purposes of cultivation or otherwise to the Syuds late of Sittanah, or to the Hindoostani fanatics, or to the followers of either.

*Executed by the Salar Tuppa of Jydoons at Abbottabad, this twelfth day of September, One Thousand Eight Hundred and Sixty-one.*

*Executed by the Khubbul and Kyah branch of the Utmanzai Pathans at Abbottabad, this Seventeenth day of September, One Thousand Eight Hundred and Sixty-one.*

### No. XCIX.

TRANSLATION of an AGREEMENT executed by the UTMANZAI TRIBE, on 6th January 1864.

We the undersigned Khavi Khan, Humeed, Peer Khan, Mauzullah, Azimullah, Reza, Mawaz, and Muhammad Khan, are the Mulicks and trustworthy men of the Ootmanzai tribes, and inhabitants of Khulkurdoteha.

Whereas on the 2nd appearance of the Hindustances and Moulvies in the territories of Sittana and Mundee, a force of the British Government came and burnt down their houses; and whereas the Hindustances being defeated by that force took to flight, we have now waited upon Major Hugh James, Commissioner and Superintendent, Peshawur Division, at Bhoor in the ilaqa of the Yoosufzais, and do hereby enter into an agreement containing the following two articles:—

1st.—That we will not, until ordered by Government, allow any body to settle in and inhabit Mundee and Sittana, nor will we suffer the Moulvies and Hindustances to pass through our country, or to enable them to settle those places a second time.

2nd.—That whenever Government sends for us, we will present ourselves without making any excuse.

We, being trustworthy persons, have executed this deed in the presence of the whole of our clan and with their permission and consent.

Bhoor. Ilaqa of the Yoosufzai,  
6th January 1864.

*(Here follow the signatures.)*

### No. C.

TRANSLATION of an AGREEMENT executed by the AMAZAI CLAN on 11th January 1864.

As we the undersigned Mouza Khan, Atum Khan, Sher Khan, Akrum Khan, Akhtur Khan, and Khairuollah Khan of the Amazai clan have presented ourselves before the Sirkar, and Government wishes to take an agreement from us to the effect that we will never allow the seditious



Hindustanees to remain in our country, we sincerely admit the propriety of entering into such agreement, and do hereby declare in writing that we will never at all suffer the Hindustanees to come into, and remain in our country on any account whatever.

*Dated 11th January 1864.*

*(Here follow the signatures.)*

### No. CI.

TRANSLATION of an AGREEMENT executed by the HUSSUNZAI TRIBE on 22nd January 1864.

We, the undersigned Iladad, Humced Khan, Door Khan, Fusul Khan, Hashem Ali, Abdoollah Khan, Shah Moozut, Lutceef Khan, Toora Khan, Jubbar Khan, Mulenadar, Naubut, Ahmud Khan, Astaf, Shah Rabee, Zareef, Nejab, Mooja, Dad Sher, Miroolee, Ruhmut-oollah, Noor Syud Akhoondzadah, Syud Ajeeb, Buhadoor Shah, Mauzzam Shah, Nizamuddeen, Hubeeb, Aluf Khan, Kadum Shah, Mauzoollah Khan, and Meezoo, are of the Hussunzai tribe.

We, the Jirgahs (of the Muda Khail) having presented ourselves before the Sirkar, do hereby, of our own accord, conformably to the wish of Government, make the following declarations:—

1st.—That we will never in any way allow the seditious Hindustanees to come and remain within the limits of our country.

2nd.—That we will, at all times, maintain relations of concord and peace with the family of Muhammad Akrum Khan and not deviate from this declaration.

3rd.—That as Kubool Khan Hussunzai has not appeared before Government in company with the Jirgah, we will now go back and try to move him to make his appearance. If he do so, well and good, otherwise we will not maintain any intercourse with him.

*(Here follow the signatures.)*

### No. CII.

#### MEMORANDUM.

The Bonair Jirgah have unreservedly submitted to the Government, and consented to carry out the following requirements:—

1. To dismiss the army of all kinds on the Bonair pass.
2. To send a force to destroy Mulkah completely.

3. To expel the Hindoostanees from the Bonair, Chumbla, and Amazai lands.

4. To give as hostages the whole of their chief men till the above requirements are fully carried out.

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**No. CIII.**

**PROCEEDINGS of COLONEL MACKESON, Commissioner of Peshawur, in the matter of the re-settlement of RANEZAI.**

Whereas the Khans of the Ranezai have this day come to me and solicited pardon of their past offences, and to be allowed to re-settle in their country on the following conditions :—

I. If the Government require them to pay revenue, they will do so.

II. If the Government desire to build a Fort in Ranezai, they are at liberty to do so.

III. If they are left by the Government to re-settle of themselves, they will do so.

IV. The Khans agree that they will always be ready to do service for the Government, and will not receive into their country any person evil-disposed to the Government, nor give such person a road through their country.

V. If an army comes against them too strong for them to cope with, they will come with their families into British territory.

On hearing these offers the Khans were informed that the British Government had no desire to extend its territories, nor to take revenue from Ranezai, but that it was incumbent on the said Government to protect its own borders from any aggression from Ranezai or elsewhere, in order that its subjects might remain in security and in the peaceful discharge of their several occupations; if any such aggression is attempted, it must be punished.

The Khans of Ranezai are hereby allowed peacefully to re-settle in their villages, and nobody will interfere with them. If in any way they commit a breach of their promises, notice will not be given to them as before, but a British Force will be sent to capture and punish them.

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**No. CIV.**

**AGREEMENT entered into by the MUNSOOR TUPPA of the TRANS-INDUS JYDOONS with the BRITISH GOVERNMENT.**

Whereas the Khubbul and Kyah branch of the Ootmanzai tribe and the Salar Tuppa of the Trans-Indus Jydoons, on the 12th September 1861, and

the 17th September 1861 respectively, entered into an Agreement with the British Government, the terms of which have at this time been read and fully explained to us by Major Adams, Deputy Commissioner of Huzara ; we do hereby, on behalf of the whole Munsoor Tuppa, agree to hold ourselves and our tribe bound by the terms of the said Agreement, as set forth in Articles numbered I., III., IV., V., VI., and VII., in the same manner, and to the same extent, as the Salar Tuppa of Jydoons : and with reference to the Article numbered II., not included in the above enumeration, we, considering the friends of the Government our friends, and their enemies our enemies, do hereby pledge ourselves, that in the event of any Tuppa or faction of any of the contracting tribes infringing the provisions of the Agreement, and becoming refractory, we will, so far as the fulfilment of our Engagement requires, hold ourselves aloof from it, and in such measures as the British authorities may see fit to take, we will render our assistance for the furtherance thereof against the said Tuppa, or faction, and will give to any force employed for its coercion a free road through our country.

Further, for the fulfilment of all the conditions of this Engagement, we agree to be responsible for the villages of Chunnee held by Akhoon Khel and Gobaie and Gobasurie held by Syuds, seeing that they are subject to our influence and unable to act in the matters to which this Agreement has reference, except with our aid and concurrence.

*Executed at Abbottabad this 2nd day of October 1861.*

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No. CV.

TRANSLATION of an AGREEMENT executed by the SALAR CLAN of the JUDOON tribe.

We, the undersigned Mauzzam Khan, Kurum, Jehangeer, Meerbaz, Khanee, Shahbaz, Nooroollah, Abeed, and Humzah Khan are the Mullicks and trustworthy men of the Salar clan of the Judoon tribe.

Whereas on the 2nd appearance of the Hindustanees and Moulvies in the territories of Sittana and Mundee, a force of the British Government came and burnt down their houses ; and whereas the Hindustanees having defeated by that force took to flight, we have now waited upon Major Hugh James, Commissioner and Superintendent, Peshawur Division, at Bhoor in the ilaqa of the Yoosufzais, and do hereby enter into an agreement containing the following two articles :—

1st.—That we will not, until ordered by Government, allow any body to settle in and inhabit Mundee and Sittana, nor will we suffer the Moulvies and Hindustanees to pass through our country, or to enable them to settle in those places a second time.

2nd.—That whenever Government sends for us, we will present ourselves without any excuse.

We, being trustworthy persons faithful, have executed this deed in the presence of the whole of our clan and with their permission and consent.

GOOZAR BHOOR IN THE ILAQA  
OF THE YOOSUFZAIS,  
6th January 1864.

}

*(Here follow the signatures.)*

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No. CVI.

TRANSLATION of an AGREEMENT executed by the MUNSOOR Clan of the JUDOOB tribe on  
6th January 1864.

We (the undersigned), Mullik Isau Khan, Gholam Shah, Futtch Khan Jumal, Sudder, Hoosee, Faizullah, Kaloo, Abbas, Salardeen, Poordil, and Jumal (2nd), are of the Munsoor Class of the Judoon tribe.

Whereas on the second appearance of the Hindoostances and Moulvees in the territories of Sittana and Mendee, a force of the British Government came and burnt down their houses, and whereas the Hindoostances being defeated by that force took to flight, we have now waited upon Major Hugh James, Commissioner and Superintendent, Peshawur Division, at Bhoor, in the Ilaqa of the Yoosufzais, and do hereby enter into an agreement containing the following two articles:—

1st.—That we will not, until ordered by Government, allow anybody to settle in and inhabit Mendee and Sittana, nor will we suffer the Moulvees and Hindoostances to pass through our country, or to enable them to settle in those places a second time.

2nd.—That whenever Government sends for us, we will present ourselves without any excuse.

We being trustworthy persons have executed this Deed in the presence of the whole of our clan and with their permission and consent.

GOOZUR BHOOR in the ILAQA OF  
YOOSUFZAIS.  
6th January 1864.

}

*(Here follow the signatures.)*

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No. CVII.

TRANSLATION of an AGREEMENT executed by the MADA KHAIL CLAN on 9th January 1864.

As we, the undersigned Syud Kulam, Syud Azum, Shahdad Khan, Sirferaz Khan, Tooree Khan, Mujahut Khan, Ahmud Ali Khan, Humzah Khan, Ali Khan, Adum Khan, Syud Jelal, Panee, Shahzad, Amanoolah, Alum Khan, Muhammad Ali, Ashraf Khan, Mauzzum, Amcer Shah, Nejab,

Kootool Shah, Sher Ali, Jumal Khan, Dewan Shah, Futteh Khan, Muhebullah, and the whole of the Muda Khail Jirgah have presented ourselves before the Sirkar, and since Government requires from us an agreement containing two articles, the 1st, to the effect that we will never allow the seditious Hindustances to remain in our country, and the 2nd, that we will firmly maintain the relations of unanimity and harmony with the family of Muhammad Akrum Khan, we openly and sincerely admit the expediency of executing such agreement, and do hereby declare in writing that we will not at all suffer the seditious Hindustances to remain in our country; and secondly, that we will maintain the bonds of union and amity with the family of Muhammad Akrum Khan, Chief of Abat, and not deviate from this declaration.

DURBUND, }  
9th January 1861. }

*(Here follow the signatures.)*

Seal of Shadad Khan,  
Jemadar.

### No. CVIII.

#### AGREEMENT of the HALEEMZAI CLAN of the MOMUND TRIBE.

Ahmud Shere, Noor Gool, Mokurram Huboo, Raheemdad, and seven other Mulliks of the Haleemzai tribe engage to pay a yearly tribute of two hundred Rupees, and promise obedience and service to Government, and if any fault be proved against them, they hold themselves liable to punishment. They consider the friends of the Government to be their friends, and the Government enemies their foes. To which purpose they have executed this Agreement on 12th July 1852.

### No. CIX.

#### AGREEMENT with the CHIEFS of the KOOKEE KHAIL TRIBE of AFREEDERS.

Whereas, our tribe has been excluded from British territory, on account of the murder of a British officer, and we are unable to produce the murderers who have fled, we agree to pay a fine of Rupees three thousand on account of that crime, and we further voluntarily engage as follows:—

I. We will not hereafter commit any crime in British territory.

II. We will not bring with us into British territory any member of a tribe in hostility with the Government.

III. If any thief or murderer belonging to our tribe be apprehended in British territory, we will not intercede for him.

IV. If such thief or murderer escape to us, and the crime is proved, we will destroy his house and banish him from our settlements, restoring the value of the stolen property; if there is no evidence against him, the accused may clear himself, if five members of his section of the tribe will swear to his innocence.

V. If any married or unmarried woman elopes to our settlements, we cannot give her up, but we will restore any property she may be proved to have carried off with her. If her friends come and make an arrangement, we will give her up to them, or to a "jirgah" of grey beards.

VI. If any thief or person in the service of Government escape from British territory into our settlements, we will eject him from the same, and if he has stolen property with him, we will restore it.

VII. If we have a money claim against any British subject, we will sue him in the Courts in proper form; we will also attend to answer any such claim against us or produce the acquittance bond of such claimant; we will not carry out our usage of reprisals in British territory, but in our own settlements we are at liberty to do so; and we will not take part with any other tribe in hostilities against the British Government.

VIII. Whenever required to do so, we will keep a representative with the Local Officers of Government, who are at liberty to call him to account in matter of neglect.

IX. Whereas there are many *Afreedees* in the service of Government if any of them have a claim against us, the matter shall be settled by a "jirgah" of grey beards.

X. We give Arbab Mahomed Ameer Khan and Arbab Abdool Mujeed Khan as our securities for the payment of the fine and the fulfilment of these Engagements, and in consideration thereof the Government will release the persons and property of our tribe now in their hands.

*Signed on 14th August 1857.*

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## No. CX.

### AGREEMENT of the MULLIKS of the SIPAH and KUMMORAI TRIBES.

We agree on our own parts, and in behalf of our respective tribes of our own free will and accord as follows:—

I. During the six months of the cold weather, when we reside in the lands called Kajooree, we will be responsible that no theft or crime is committed on any British subject by any member of our tribes, or by any member of the Zakha Khail or other tribes passing through the said lands of Kajooree.

II. So long as the Zakha Khail may remain at feud with the Government, we will not allow members of that tribe to take up their residence in the Kajooree Settlements.

III. We are responsible that the tribes of Mullikdeen Khail and Kumber Khail shall send their representatives to the Government Authorities on their return from their summer settlements.

*Dated 24th April 1861.*

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No. CXI.

AGREEMENT executed by BOSTAN KHAN of the ZAKHA KHEL tribe.

Bostan Khan, of the Zakha Khel tribe, presents himself before Colonel Edwardes on the 13th August 1857, and on his own proper part, and as representative of the whole council of the Pakhai, Zaodin and Shan Khel sections, of his own free will and pleasure promiseth—

1st.—We pledge ourselves to commit no depredations or other misdeeds on the British border.

2nd.—We will not allow any men of tribes obnoxious to the British Government to accompany us into British territory.

3rd.—If any thief or plunderer of our tribe be apprehended in British territory, we will offer no intercession for him.

4th.—If any thief or plunderer come within our limits, and he be found guilty of the crime, we will at once expatriate him from his house and seize his lands, and fine him according to Afghan usage, and in case of theft, restore the amount of the property he has stolen.

To establish his guilt, one witness, besides the injured party, is required, or the discovery of the stolen property on the offender. Failing these, oath on Koran will be taken from five members of the offender's tribe.

5th.—Reparation is not to be made in the event of any person of the tribe abducting the wife or daughter of a resident of British territory, but if he should have brought off any property also, that shall be restored; if the parties deny that any property has been abstracted, an oath on the Koran shall be administered to them. If the parties shall become reconciled among themselves, they shall be allowed to return to their homes, the apology of the offending party shall be sufficient. If the woman shall have fled of her own accord, a council of grey beards of the tribe shall obtain guarantee for the safety of her person and restore her to her home.

6th.—If any thief or servant of the British Government shall come into our territory, we will eject him and restore any property belonging to Government or its subjects which may be found on him.

7th.—If we should have any claim or suit in matters within the jurisdiction of the British Government, we will plead our case according to the

regulations of the Government, and we will render at the Government Court any person of our tribe against whom claims may have been instituted, or satisfy the complaining party in the Council of the tribe, and will not show hostility to any who may be on good terms with the British Government, against others, we will not associate with any enemies of the British Government.

8/4.—An accredited agent of the tribe shall be in attendance whenever summoned by the Government, who shall be prompt to perform whatever is required of him. If he shall be negligent in the performance of his duties, it shall rest with the Government to demand satisfaction from him, he shall have no excuse.

It is hoped that, on ratification of this agreement, those of our tribe who are confined under the orders of the British Government may be released; we pledge ourselves to observe the term of the agreement, and hope that former offences may be overlooked. We offer Mula Isa, Khan Khel, a guarantee for our observance of this agreement, and pledge ourselves that if there be any misdeed on the part of any of the tribe abovenoted, we will not attempt to screen him; and if any concealment be attempted on the part being proved, we will pay a fine of Rupees 1,000.

Again, if any of our portion of the tribe commit an offence, and on our demanding satisfaction from him if he shall remove to Bostan Khan's section of the tribe, it is right that Bostan Khan should not protect him until satisfaction has been rendered, and if any of Bostan Khan's party shall commit offences against the Government and remove to our section of the tribe, we will not give him countenance or assistance so as to prevent Bostan Khan from obtaining satisfaction from him. If there be any shortcomings on our part in this agreement, we are deserving of reproof from the Government, as also is Bostan Khan.

Executed by Bostan Khan.

Witnessed by Mahomed Amir Khan,

„ Abdul Majid Khan,

„ Gholam Kadir.

Bostan Khan, of the Zakha Khel, having presented himself through Shahzadah Jambur, and taken upon himself to engage that no member of the Zakha Khel tribe under his influence shall be guilty of malpractices in British territory, and that he will undertake that in three or four days Malik Aladad Khan, the other chief of the tribe, shall come in and make arrangements regarding his portion of the clan, and as heretofore there has been enmity between the Government and the Zakha Khel, and the Zakha Khel have not been allowed across to the British territory,—now that Bostan Khan has solicited in the agreement he has executed, that ingress and egress may be allowed to the tribe, and that four persons of the tribe, named Nasir Shah, Mir Gul, Amir Shah, and Rahmat, may be released, the four persons are released on payment of Rupees 10 fine each, and, as it is hoped that after three or four days Aladad Khan will bind himself by a similar agreement on



the part of his tribe to that of Bostan Khan now executed, free ingress into British territory is to be allowed to Bostan Khan's branch of the tribe, and it is ordered that a copy of this, providing with a copy of the agreement, and a copy of the security bond of Malik that the Government entertain friendly relations with the Zakha Khel, and that the tribe are to be allowed free access to British territory, Isa Khan, be sent for the information of the Deputy Commissioner of Peshawar.

*Written on 15th August 1857.*

Ratification of agreement by Malik Isa Khan of Sarband in the Khalil sub-division.

I pledge myself, of my own free will and accord, that the engagements made by Bostan Khan on his own part, and in behalf of the Zakha Khel tribe, shall be observed. If there be any infraction thereof, I am responsible for the same, and in my security bond to that effect, and also that if there be any offence committed by persons of the tribes named in Bostan Khan's agreement, and Bostan Khan should attempt to screen the offenders, I will, on proof of the same, pay a fine of Rupees 1,000. Executed by Isa Khan, 13th August 1857.

Witnessed by Abdul Majid,  
Mahamad Amin Khalil.

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## No. CXII.

### AGREEMENT OF ALADAD KHAN.

1st.—We pledge ourselves to commit no depredations or other misdeeds on the British border.

2nd.—We will not allow any men of tribes obnoxious to the British Government to accompany us into British territory.

3rd.—If any thief or murderer of our tribe be apprehended in British territory, we will offer no intercession for him.

4th.—If any thief or murderer come within our limits, and he be found guilty of the crime, we will at once expatriate him from his house, and seize his lands and fine him according to Afghan usage, and in case of theft, restore the amount of the property he has stolen. To establish his guilt, one witness besides the injured party is required, or the discovery of the stolen property on the offender. Failing these, oath on Koran will be taken from five members of the offenders tribe.

5th.—Reparation is not to be made in the event of any person of the tribe abducting the wife or daughter of a resident of British territory, but if he should have brought off any property also, that shall be restored; if the parties deny that any property has been abstracted, an oath on the Koran shall be administered to them.

If the parties shall become reconciled among themselves, they shall be allowed to return to their homes, the apology of the offending party shall be sufficient.

If the woman shall have fled of her own accord, a council of grey-beards of the tribe shall obtain guarantee for the safety of her person and restore her to her home.

6th.—If any thief or servant shall come into our territory, we will eject him and restore any property belonging to Government or its subjects which may be found on him.

7th.—If we should have any claim or suit in matters within the jurisdiction of the British Government, we will plead our case according to the regulations of the Government, and we will render at the Government Court any person of our tribe against whom claims may have been instituted, or satisfy the complaining party in the Council of the tribe, and will not show hostility to any who may be on good terms with the British Government. Against others we will exercise our own discretion; we will not associate with any enemies of the British Government.

8th.—An accredited agent of the tribe shall be in attendance whenever summoned on the Government, who shall be prompt to perform whatever is required of him. If he shall be negligent in the performance of his duties, it shall rest with the Government to demand satisfaction from him; he shall have no excuse.

It is hoped that on satisfaction of this agreement those of our tribe who are confined under the orders of the British Government may be released.

We pledge ourselves to observe the terms of the agreement, and hope that former offences may be overlooked. We offer Abdul Majid Khan Arbab as guarantee for our observance of this agreement, and pledge ourselves that if there be any misdeed on the part of any of the tribe above-noted, we will not attempt to screen him, and if any concealment be attempted, on the fact being proved, we will pay a fine of Rupees 1,000.

Again, if any of our portion of the tribe commit an offence, and, on our demanding satisfaction from him, if he shall remove to Bostan Khan's section of the tribe, it is right that Bostan Khan should not protect him until satisfaction has been rendered, and if any of Bostan Khan's party shall commit offences against the Government and remove to our section of the tribe, we will not give him countenance or assistance, so as to prevent Bostan Khan from obtaining satisfaction from him. If there be any short-comings on our part in this agreement, we are deserving of reproof from the Government, as also in Bostan Khan.

Signed by Syad Gholam, son of Aladad, Arbab Abdul Majid Khan.

Witnessed by Arbab Mahomed Amir Khan and Syad Ayazudin.

24th August 1857.

## No. CXIII.

## AGREEMENT of the AKA KHAIL.

Whereas on account of former offences, we have been blockaded by the Government, we now repent of our evil deeds, and agree to pay a fine of Rupees two thousand six hundred and seventy to the Government, and to abstain from the commission of crimes in future: and that if any member of our tribe shall commit murder in British territory, we will deliver him up; should he escape, we will confiscate his property, and not allow him to return to our lands without permission of Government.

I. If the Government require from us the price of blood, we will pay it.

II. If any member of our tribe shall wound a British subject, we will pay such fine as the Government may demand.

III. If any member shall rob or steal from a British subject and be apprehended, we shall not intercede for him; if he return to our settlement and the theft be proved, we shall make good the property and levy a fine on him.

IV. If any of our women clope to British territory, we shall send a jirgah of grey beards to arrange the matter, and if she consents, will receive her back on giving security to Government for her safety.

V. If any of our tribe clandestinely bring into British territory an enemy of the Government, and the latter is apprehended, we will pay a fine of Rupees fifty, and not intercede for such enemy of Government.

VI. If any criminal comes to our lands, we shall restore any stolen property he may have with him and eject him from our settlements.

VII. We will not assist any criminal to escape from his captors who may have taken him beyond our habitations.

VIII. We will place a respectable man of each clan as a hostage with the Government.

IX. Until the above sum of Rupees two thousand six hundred and seventy is paid in full, we will not come to the city of Peshawur on pain of apprehension. We will pay the money at the Thannah of Badobair.

X. In event of the breach of any of these Engagements, the Government will allow us a month to meet their demand, after that time the Government are at liberty to send our hostages to India, and to act as they may deem best.

XI. If we commit any aggression in the Kohat Pass, our former pay of Rupees six hundred shall be stopped.

XII. If suspicion shall attach to us on the part of Government or any British subject, we will answer for the same on the case being investigated in the same manner as is done for British subjects.

XIII. If punishment is to be enforced on any member of the tribe under the above Agreements, we will allow an officer of Government to be present, that the Government may be satisfied of its being carried out.

XIV. If we shall have any claim or charge against a British subject, we will not take the law into our own hands, but report the case to Government Officers for the same enquiry as is made where British subjects are the complainants.

XV. In regard to women who come from British territory to us, the same arrangements will be made as we have agreed to make in cases when they go from us to British territory.

XVI. Past offences to be forgiven, and in addition to the permanent hostages, we will give others until such time as the fine is paid, when they will be released.

*Signed on 11th January 1856.*

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No. CXIV.

To the Heads of the Aka Khail tribe, composed of MAROOF KHAÏL, MURGUT KHAÏL, SHERE KHAÏL, SUNDUL KHAÏL, SOOLTAN KHAÏL, MUNDA KHAÏL, and others; also to the Heads of Akhor, composed of BOLAKEE KHAÏL, PRERBUL KHAÏL, and GUDDIA KHAÏL; also to the Heads of "Gullees" Afreedee, composed of BOSTEE KHAÏL, SHER-UKKEE, YURGOON KHAÏL, KONEE, SOONEE KHAÏL, TOR CHUPPUR and ISPUL KHAÏL.

Whereas you have jointly left the adjustment of the "Kullum Sudda" boundary question in the hands of Government agreeably to a document signed at Kohat in November last by the Akhor and Gullees heads, and to a similar document signed by the Aka Khail on 21st April 1867, it is now therefore ordered as follows:—

1st.—A truce of seven years to be fixed between the disputing parties, such truce to have effect alike in British territory and beyond the border.

2nd.—In consideration of Akhor having formerly yielded the Kullum Sudda to the Bussee Khail, and although such cession of the land was made without the sanction or permission of Government, the bit of land which was measured by Meean Zyud Gool under orders of Major James, and which Akhor was allowed to cultivate, will now remain waste; the whole of the rest of the land under dispute will remain with Akhor.

3rd.—In consideration of the services and good conduct of the Bussee Khail, Government has allowed them Rupees 600 now (with reference to their long-standing claim to the Kullum Sudda, which has been disallowed); they will receive, during period of present Agreement, an additional sum of Rupees 400.

4th.—Except in the matters herein above set forth, the Agreement entered into with Major Graham to remain in force, *viz.*, as regards the pass and road through it. The right of arbitrating and ruling in the matter of the

Kullum Sudda boundary dispute *will still remain with Government at the expiration of this seven years' Agreement.*

The contracting parties formally signed and executed the above Agreement in presence of Lieutenant Cavagnari, Officiating Deputy Commissioner.

(Sd.) F. R. POLLOCK,

*Dated 25th April 1867.*

*Commr. & Superintendent.*

### No. CXV.

TRANSLATION of TREATY entered into with the GULLEE AFREDEES, or AFREDEES of the KOHAT Pass, on the 1st December 1853.

We, the undersigned Mullicks, Khan Mahomed, Amcer, Nooray, Meeroo, Taj Khan, and Eesaef Akhor, Meeran, Meer Shikar, Zaphtha Khan, Joomma, and Jafir, Mullicks of Zurghoon Kheyl, Paienda Khan, Gool Khan, Meah Shere Ahmed Khan, and Dost Mahomed, Mullicks of Sherukkee, Mulla Khan, Akrum, Sheeraz, and Goolistan, Mullicks of For Chupper, all assembled at the Kohat Kotul, after hearing and considering the orders issued by Captain Coke regarding ourselves, voluntarily enter into Treaty with the British Government as under:—

*1st.*—The British Government claimed the Kohat Kotul as the Bungush boundary, and we objected: now, however, waiving our objections, we made the Kotul over to the Bungushes, Government subjects, the Government making such arrangements with regard to both sides of the Kotul known as Paitao and Sweree as may seem fit, and establishing any posts of occupation on the Kotul that may appear necessary.

*2nd.*—Whatever property belonging to Government or its servants or subjects may have fallen into our hands, we agree to deliver up; should any not be forthcoming, we shall take oath in regard to it.

*3rd.*—Property of merchants robbed in the Pass between Zurghoon Kheyl, Boostee Kheyl, &c., by men of Boostee Kheyl, shall be restored. In regard to robberies by men of Benghoon Kheyl, the same course shall be pursued, but it will not be possible to restore fruits which may have decayed, and we beg the Government to forgive us as regards such. Should the people of Zurghoon Kheyl have disposed of any articles, the prices will be restored, proof on oath of the value being tendered.

*4th.*—Henceforward in the event any highway or other robbery being committed between Eymul Chubootra on the Peshawur side to the Sweree side of the Kotul, on the Deputy Commissioner of Kohat issuing orders with lists of property said to be stolen, and giving fifteen days' grace, we engage within the period either to restore the said property, or make good the loss.

5th.—We all of us agree, that if any of our tribe fire upon any picket or guard of Government troops or police on outpost, either within the bounds of the Peshawur or Kohat districts, and the fact be fairly established, Government may banish the hostages we have given withersoever it may seem good, and exact reparation from us; this Treaty having, by such act on the part of any of our tribe, become of no effect.

6th.—Subsequently to the ratification of this Agreement, if any murderer, thief, adulterer, &c., a refugee from Government territory, seek shelter with us, we shall expel him from our bounds; such as may have previously resorted to our territory for shelter will be produced, if the Deputy Commissioner feels inclined to allow them to come to an agreement. Those who may still remain with us will be prevented from doing any injury in Government territory, or to Government subjects: we shall be their sureties.

7th.—Should any of our tribe commit murder in British territory, we shall at once expel him from his village, and his house shall be burnt and destroyed; should the culprit be captured by Government, he may be treated like any other murderer, according to the pleasure of Government.

8th.—Should any Government subjects bring stolen property into our territory, on being informed of the fact, we shall restore the property, and expel the refugee.

9th.—We engage to maintain the posts and chokies formerly established within our bounds by Colonel G. Lawrence and Captain Lumsden, at the same strength and in the same numbers, for the safety of travellers through the Pass, as follows:—

By *Akhor*, three chokies of twenty-five men in all, *viz.*, fifteen men at Eymul Chubootra, five at Woorsuck, five at Rookhi Woorsuck.

By *Shurukkee Zurghoon Kheyl* and *For Chupper*, three chokies of twenty men in all, *viz.*, ten at Runjoo Tungi, five at Sundabusta, and between Shurukkee and Kotul five men.

10th.—Government to arrange for three chokies on the Kotul from the tribes of Dowlut Kheyl, Jowakies and Bungushes; should any of the two former commit depredations within our bounds, if attached to any Bungush faction, the Bungushes will arrange about it; if attached to any of the Pass factions, we undertake the settlement ourselves; should the crime be committed by members of any other tribe, we are responsible.

11th.—We undertake that none of our tribe commit theft or any crime in Government territory. In the event of such happening, and of the capture of the offender, the law may take its course. If the offender and property reach our territory, the property will be delivered up.

12th.—We request that the Government may be pleased to direct the release of any of our tribe now prisoners in Peshawur or Kohat, or that may have been sent across the Indus, provided the offenders have not been guilty of murder, also that confiscated goods and cattle be released.

13th.—After ratification of this Treaty, we beg that the Deputy Commissioner may issue orders to all Government officials to the effect that our

tribe are to have free ingress and egress into and from British territory for purposes of trade and other lawful objects, in the same manner as British subjects, conditionally upon our proper behaviour.

14th.—To ensure observance of this Treaty on our part, we engage to give four hostages, from Shurukkee and Zurghoon Kheyl one each, and two from Akhor, to remain permanently under Government surveillance in British territory; these men to be occasionally relieved by approved substitutes.

15th.—Formerly we received a “mowajib” or Pass allowance of Rupees 5,700 per annum. The Chief Commissioner reduced this amount by Rupees 300 per annum on account of the Bussee Kheyl, and we are satisfied. From opening of the Pass after execution of this Treaty we shall receive Rupees 5,400 according to the following details:—

To the Mullicks	...	...	Rs. 2,700
To Chokeydars	...	...	„ 2,700
Total	...	...	Rs. 5,400

*Executed on the Kohat Kotul, the 1st December 1853.*

*(Here follow the signatures.)*

## No. CXVI.

TRANSLATION of AGREEMENT entered into by the JOWAKIE AFREEDDEES on the 3rd December 1853.

We Mullicks Seraj, Cassim, Shahwullee, Mooshkee, tribe Cassim Kheyl, Bahurree, Sikaraj Mahuboolla, Mukhmud, Peeraj Oomray, tribe Ismael Kheyl, all Mullicks, of Torkee Sheredeen, Khangool, Namdar Hawur, Mullicks of Jummo, Sherebaz Sahib Khan, Yar Khan, Mukhmud Mujeeb, Mullicks of Paid; Nishan Mullicks of Gureeba; all of the tribe or Tuppah of Paitao Jowakih Afreedees, bordering upon British territory, assembled on the Kohat Kotul in presence of Captain Coke, Deputy Commissioner of Kohat, and after hearing and considering his wishes on the part of Government, hereby voluntarily enter into an Engagement as follows:—

1st.—Having in consequence of former friendship with the Bungushes come to the help of the latter when contending with the Afreedees of the Kohat Pass regarding their respective boundaries, we now engage to abide by the four following conditions:—

I. We agree to furnish an outpost on the Kotul with 12 armed men, to be constantly present in a tower erected upon our own part of the Kotul.

II. Having thus come to the assistance of the Bungushes and agreed as above, we engage, in the event of any disturbance or fighting hereafter occurring on the Kotul, to come again to their aid with our whole force.

III. We shall share with the Bungushes the responsibility of any injury committed or loss sustained on the Kotul.

IV. Although we formerly entered into Agreement not to commit any crimes, as murder, highway robbery, theft, &c., in British territory, we hereby repeat our Engagement, that if any of our tribe be found guilty of such crimes in British territory, we shall, as a body, be responsible.

2nd.—To ensure a proper observance on our part of the above condition, we give Meer Mobarrick Shahr and Bahadoor Shere Khan as securities. In the event of failure on our parts the above-named chiefs (residents of British territory) will take the responsibility upon themselves.

3rd.—With the sanction of the Deputy Commissioner, we shall hereafter, in consideration of this Agreement, receive a share amounting to Rupees 2,000 per annum, from the mowajib or allowance formerly granted to the Bungushes.

4th.—Should any of our tribe commit any offence in the Kohat Pass, we shall be responsible as above, and it is hereby arranged that our share of mowajib, *viz.*, Rupees 2,000 per annum, shall be duly paid to us so long as the Agreement with the *Afreedees* of the Pass endures.

*(Here follow the signatures.)*

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### No. CXVII.

TRANSLATION OF AGREEMENT with the JOWAKIH AFREEDDEES (of BOREE.)

*Dated 11th January 1854.*

We, Goolring, Moosakhan, Alum Shere, Futtch Shere, Mahomed Ameen, Mujeed Khan, Zerman, Mullicks of Boree, tribe Jowakih Mowalkheyl, for ourselves personally, and as representing the whole Jeergah or Council of Grey Beards of our tribe, whose territory bounds with that of the British Government, hereby voluntarily engage to Captain Coke, Deputy Commissioner of Kohat, after considering well the matters to be arranged between us:—

1st.—We undertake that all raids or depredations, or any crime whatever in Government territory as hitherto practised by men of our tribe, shall cease and determine.

2nd.—If any criminal from Government territory seek refuge with us, we shall expel him, and whatever stolen property he may possess, we shall restore on due certification as to its nature and quantity.

3rd.—Should any members of our tribe, or resident within our bounds, commit a crime in British territory, and be there captured, we shall take no measures for his release; should such person escape into our territory, we engage to restore any property he may have stolen, and we shall moreover punish the offender according to Afghan custom, and shall never thereafter allow him to repeat the offence within British territory.



4th.—Refugees, Hindkees, &c., from beyond the Indus, who have taken shelter with us, will be required to leave our bounds within two months.

5th.—We promise that, whenever the Deputy Commissioner of Kohat may have occasion to call for the assistance or co-operation of the other members of the Jowakih tribe, we shall be equally ready to tender our services to Government.

6th.—Several families of the Mahomdie tribe, known as Pukhie, have always been associated with us, and living with us; we undertake to be their securities in every respect, and hope the Government will forgive them the past; such members of other Afreesdee tribes as may be living within our bounds will similarly be restrained under our security. We request that these may be allowed access like ourselves to British territory.

7th.—To ensure the observance of the above conditions on our part, we tender the security of all the other Jowakih Mulliks of Patral, also of Syud Meer Mobarick Shah, Naib Mahomed Saeed Khan (of Goombut), and Bahadur Shere Khan. Should any infraction of Treaty occur, they will be responsible for us.

8th.—On ratification of the above, we request the Deputy Commissioner of Kohat to communicate with the Deputy Commissioner of Peshawur, in order that we may be allowed to proceed thither for lawful purposes; we also request to be furnished with five copies of a purwannah to this effect, as also an order which may prevent our being captured beyond the Indus, in the Rawal Pindee district.

9th.—Seven of our tribe (five in Kohat, and two in Peshawur) are in prison; we request that on ratification of this Treaty the Deputy Commissioner of Kohat may take measures for their release.

10th.—We agree not to bring Ahmeedee (a Government enemy) with us into British territory, nor any such obnoxious persons.

*(Here follow the signatures.)*

## No. CXVIII.

AGREEMENT entered into with the CHIEF COMMISSIONER of the PUNJAB and the MULLIKS of JANAKHOB, KOBEE, KUNDAO, KUNDUR, OCHUL, GADHA, TURONEE, and MOOSA DURRA.

Whereas, we the undersigned have received permission to come and go at will in the territories of the British Government, we therefore hereby agree—

I. That neither we ourselves, nor any resident of our settlements, will hereafter commit any raid, theft, or other crime within the British territories, but will freely and quietly carry on our trade and other business in those territories.

II. That we will not give a passage through our settlement to any bad characters, thieves, or evil-minded persons, whether *Afreedees* or others, who may desire to obtain such passage for the purpose of committing crime in British territory, nor will we give such passage to thieves and others who may come from British territory with stolen property.

III. That if any criminal or murderer seeks an asylum from British territory with us, we will not grant such asylum, but will promptly eject such criminal or murderer from our settlements.

IV. That we will not allow any bad character or evil-disposed person to come or go in British territory under cover of the "*Perwannah*" to be granted to us.

V. That, in event of the breach of any of the above stipulations on our part or that of any resident of our settlement, it shall be open to the British Government to deal with us as they may deem fit.

*Signed on 15th November 1853.*

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## No. CXIX.

AGREEMENT entered into with MAJOR F. R. POLLOCK, COMMISSIONER, PESHAWUR DIVISION, and the MULLIKS of JANAKHOB, KHOOE KUNDAO, KUNDUR, TURONNA, and MOOSA-DURRA.

Whereas we, the undersigned, in consequence of our having retracted from our agreement regarding the Kohat Pass dispute between the Bolakee Khail and Guddia Khail and for subsequent offences, have been blockaded and excluded from British territory; we now repent of our evil deeds, and agree to pay, if Government so demand it, a fine of Rupees 2,000, and to abstain from the commission of crimes in future, and faithfully adhere to the agreement entered into by our tribe with the Chief Commissioner of the Punjab on the 15th November 1853.

2. Whereas the Guddia Khail have taken refuge with our tribe, we agree to either arrange their dispute with the Bolakee Khail, according to the wishes of Government, or that the Guddia Khail shall adhere to the agreement made at Kohat, or else, we shall expel them from our tribe, and afford them no further aid or protection.

3. We agree to restore all stolen property proved to be now in our country, and we bind ourselves to adjust in the usual manner all cases between our tribe and British subjects.

4. As sureties for our good faith in the above agreement, we leave the undermentioned members of our tribe as hostages with the Deputy Commissioner of Kohat so long as Government demand their retention:—

Mullik Adil Beg.  
Mullik Moola Khoedad

Mullik Ujjul.

Mullik Ursilla.  
Mullik Payon.

The hostages to be relieved every three months by the same number, and approved of by Government.

[Here, in the original Persian document, followed the signatures of all the Hussun Khail, Alla Khail, and Guddia Khail Mulliks, as contracting parties, and of the Jowakee Elders as witnesses.]

*The 8th April 1867.*

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No. CXX.

AGREEMENT of the BEZOTEE and FEROZE KHAIL TRIBES.

After Preliminaries—

We of our own free will and accord agree as follows:—

I. The Government having been pleased to assign us an annual payment of Rupees two thousand, in consideration of our services on the crest of the Pass, we agree to the following stipulations:—

II. We will maintain a post of twelve armed men in the tower made over to us on the crest of the Pass.

III. In event of any disturbance taking place on the crest of the Pass, we will proceed there in force and render assistance to the Bungushes.

IV. We agree to commit no crime of any kind in British territory; if any member of our clans should do so and return to us, we will punish him by our Code, and take care that he shall not so offend again.

V. Whereas the clan of Otman Khail forms with us the tribe of Dowlutzhai, but they have not yet rendered any service or come in to the Government; should they hereafter do so, we will settle amongst ourselves the share they are to receive of the above Rupees two thousand; they will have no separate claim on the Government; and after we have effected an arrangement with the Otman Khail, we will be responsible for their good conduct.

VI. Whereas our lands adjoin British territory, if any criminal comes to us, we will restore any Government property he may have, and eject him from our settlements.

VII. If any injury is sustained on the crest of the Pass, we will be responsible for the same with the Bungushes to the extent of our share.

VIII. We will be responsible that no man after stealing in British territory finds a passage through our lands.

IX. We will not permit any member of our tribes to commit offences in the Pass, in the boundary of the Adam Khail, and will be responsible in such cases.

X. We give as our securities Bahadur Shere Khan, Mullik Magoolah Khan, and Khitrab Shah Sahibzadah.

*Signed on 3rd December 1853.*

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No. CXXI.

AGREEMENT made by the SIPAH (AFREEDER) TRIBE in connection with KOHAT PASS arrangements on the 6th December 1853.

We, the undersigned, Sainuck Ahmed Shah, Zabita Khan, Moorad Khan, Sufdar Ali Shah, Roostum Ali, Abdool Hussun, Hyder Ali, Shawulce, Zam Khan, Jowahir Ali, Ahmed Shere, and Gholam, all Mullicks of the Sipah Tribe on the border of the Kohat district, being present on the Kotul, after conversing with Captain Coke, Deputy Commissioner, and fully understanding what is required of us, do hereby enter into an Engagement with the British Government as follows:—

1. The Bungush Tribe having had a dispute with the Afreedees of the Kohat Pass regarding boundaries, and having come into hostile collision with them on the Kotul, we of the Sipah Tribe, owing to ancient friendship with the Bungushes, came, when solicited, to their assistance. At the conclusion of the affair (on the Kotul) we made an agreement with the Bungushes according to the four subjoined stipulations:—

1st.—That two men of our tribe should constantly remain as part of the garrison of the Bungush tower on the boundary.

2nd.—That in all matters connected with the Kotul and its protection, we shall invariably side with the Bungushes, and bring our whole force to their assistance in case of need.

3rd.—That in the event of any loss or injury occurring on the Kotul, we shall be responsible with the Bungushes in proportion to the quota of men furnished by us.

4th.—That although we formerly gave verbal promises that none of our tribe should commit theft, highway robbery, murder, or other crimes, within British territory, we now enter into this written engagement, that if any of our tribe be guilty of committing crimes of the above nature within British bounds, we shall be collectively responsible, and shall moreover restore plundered property, punishing the murderer or thief besides, according to Afghan custom, by burning his residence, and expelling him from his village; should the guilty party be captured in British territory, he may be dealt with as the British authorities deem fit; we shall make no intercession on his behalf. We have fully and voluntarily agreed to these four conditions.

2. To ensure observance on our part of the above conditions, we furnish the security of Syuds Hossein Ali Shah and Mirzain Ali Shah (of Merye, British territory), and of Mullick Alayar Khan of Alizye (ditto) to this effect that if we fail to abide by the conditions herein made with the Bungushes in presence of the Deputy Commissioner of Kohat, the sureties here named shall be responsible, and will see reparation made.

3. The Bungushes have agreed that the sum of Rupees 500 per annum be paid to us from their share of the Kotul allowance in return for our present Agreement, in presence of the Deputy Commissioner.

4. If any of our tribe commit an offence in the Kohat Pass, as theft or any other improper act, we undertake the responsibility of satisfying the demands of Government. Our share of Rupees 500, as above-mentioned, to be regularly paid to us so long as the present Kohat Pass arrangements endure.

*Executed the 6th December 1853.*

*(Here follow the signatures.)*

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## No. CXXII.

AGREEMENT entered into by the CHIEFS of the RABIAH KHAIL TRIBE.

Whereas pardon has been extended to us for past offences, and we have agreed to refrain from all further crimes in British territory, we voluntarily engage as follows :—

I. We will restore all cattle now with us plundered from British subjects, and any which may hereafter be ascertained to be with us, but the Government will not claim such cattle which may have been taken by the troops during hostilities.

II. We will not, for the future, commit any crime of offence against the persons or property of British subjects. We will also restore any property stolen from British territory by members of other tribes passing through our lands. If the thief prove to be a member of our tribe, we will further exact a fine from him. If stolen property is not traced to us, but only suspicion rest on the tribe, we will administer an oath to two men of the suspected section; if they will not swear, restitution of the property shall be made.

III. We will leave five members of our tribe as hostages with the Deputy Commissioner, who will be exchanged from time to time.

*Signed on 20th September 1855.*

## No. CXXIII.

AGREEMENT entered into by the OTMAN KHAÏL.\*

We the undersigned agree—

I. We will not commit crime against any resident of British territory.

II. If any member of our tribe commits murder and is apprehended in British territory, we will not intercede for him, and if he return to us and the crime is proved against him, we will banish him from the tribe, confiscate his property, and not allow him to re-settle without the permission of Government.

III. If any member of the tribe is apprehended for highway robbery or theft, we will not intercede for him, and if he escape and return to our settlements—if the crime is established against him by two witnesses not hostile to our tribe—we will either restore the stolen property or its value to the owner thereof, and will further destroy his house; if there is no proof against him, the Government will be satisfied by the oath of two of our tribe.

IV. If any other criminal comes from British territory to our settlements with stolen property, we will restore the same and eject the criminal from our bounds.

V. We will not bring into British territory any evil-disposed person; if we do so, and he is apprehended, we will not intercede for him.

VI. If any person elopes with a woman into our settlements, and has property with him, we will restore it; if he denies having the property, we will administer an oath to that effect to the man and the woman, but we cannot give up the woman. We will try to effect an arrangement by “jirgah.” If a woman comes to our settlements, having left her parents or guardians, if a “jirgah” of grey beards comes for her and makes arrangements, we will give her up to such “jirgah.”

VII. If any resident of British territory has a money claim against any member of our tribe, and petitions the Government about it, let an order be written to us, we will assemble the “jirgah” and do justice, or send in the defendant to make reply in Court.

VIII. If any member of our tribe has a money claim against a British subject, we will not make reprisals, but prefer our complaint to the British authorities.

IX. We will not assist any Hill Tribe in any recusancy against the British; if any member of our tribe should do so, and it be discovered, we will burn his house, banish him from our settlements, and not permit him to re-settle with us without the permission of Government.

X. If a member of our tribe accompanies a party of robbers from another tribe to commit theft in British territory, the Government will not on his account hold us responsible, but the tribe whose party he accompanied.

XI. If a member of our tribe purchases or receives in deposit from another tribe cattle which has been stolen in British territory, we will restore the same.

XII. We will obey all written orders of the Government addressed to us.

XIII. If a debtor escapes to our settlements, we will endeavour to arrange the matter by "jirgah;" failing this we will send the parties to Court, provided that the debtor be not imprisoned, but an arrangement be made for the liquidation of the debt by instalments.

XIV. We give the Mulliks of the Bezotee tribe as our securities; in event of any breach of the above Engagements, the Government is free to call them to account.

XV. The Government having forgiven our past offences on payment of Rupees one hundred and seventy-five, we are not to be called to further account for them, and we will be permitted to come and go at pleasure in British territory.

XVI. In regard to the tower on the Pass, we agree to hold it on the same terms\* as the Bezotees and Feroze Khail; same with Alee Sherzai.

\* 2nd August 1858.

#### No. CXXIV.

##### AGREEMENT of the headmen of the KABAL KHEL WUZEREES.

I, Mahomed Malik of the Khojal Khel tribe, son of Purdil Vazir, make this agreement with the Deputy Commissioner of Kohat, that if the Sirkar is pleased to release the 17 men of the Kabal Khel and Gangi Khel tribe of Vaziris, who have been seized in consequence of the raids of these tribes, I will make good the amount of cattle stolen from the subjects of the British Government, amounting to Rupees 1,033.

If after this these tribes should commit any further acts of plunder, I make myself answerable to restore the property itself, if it can be traced to the Vaziri country; if it can be proved that the property has been stolen by the tribes, but cannot be traced, I will make good the amount in money. If the property cannot be traced or proved, I will then, if the Vaziris are suspected by the Government ryots, bring the suspected parties to the Sirkar's court to answer to the complaint of the Government servants, when, if proved, the property shall be made good.

The amount sale of camels and cattle now in the Government treasury, Rupees 800-11-0, to be applied to the liquidation of the property stolen; the remainder, Rupees 233-1-0, will be paid to the maliks of Nahar to indemnify them for their loss.

I ask on the part of the Vazir that the Deputy Commissioner will issue a 'parwana' allowing us to trade with the salt mines without fear of being seized.

## No. CXXV.

## AGREEMENT of the headmen of the KABAL KHEL WUZEREES.

We, the undersigned Maliks of the Kabal Khel tribe of the Vaziris, named Naorang, Lal Khan, Rahmat Shah, Daoran, Gulraz and Malang of the Miami Section, Pirzada and Pan of the Paipali Section, Mula Abdur Rahim, Salih Pir, Akbardin and Barat of the Saifali Section, and Bangi and Husen of the Malikshahi Section, now present before Lieutenant Cavagnari, Deputy Commissioner of Kohat, appear on behalf of the Kabal Khel and solicit pardon from the British Government for the raid on Thal committed by certain members of our tribe; and we hereby agree to bind ourselves to the performance of the terms demanded from us by the Government, which are as follow :—

1st.—A fine of Rupees 2,000 having been imposed on the Kabal Khel tribe, we promise to pay the same at Hangu within three days from the date of this agreement, and as a guarantee of our good faith on this point, we give the Maliks of the Zaimukht, the Maliks of Biland Khel, and Malik Mahamad, Khojal Khel, Vazir, as sureties for the payment of the said fine within the stipulated period.

2nd.—Whereas the men of Thal paid 1,500 Kabali rupces to certain members of our tribe as ransom money for cattle carried off in the raid, we bind ourselves to pay that amount within 30 days' time. The money to be paid subject to the oath of twelve elders of Thal, whom we have named to swear to the amount paid as ransom money to our tribe.

3rd.—Whereas the Government has valued the Thal cattle carried off in the raid at 10 Rupees per head of kine and 2 Rupees per head of sheep and goats, whether the same be young or old, male or female, we agree to pay the sum of Rupees 5,286 on account of compensation according to the statement of the men of Thal, subject to the oath of Thal elders according to the Pathan custom. Such cattle as have been retained by members of our tribe shall be paid for in 30 days' time, and the balance carried off by the Tazi Khel Vaziris shall be compensated for in 90 days' time. We agree to the responsibility laid upon us to recover the same from the Tazi Khel.

4th.—As a guarantee of our good faith in the performance of the terms of this agreement, we give the undermentioned men of our tribe as hostages to remain at Kohat during the pleasure of the Government, and to be dealt with as may be ordered in the event of any breach of faith on the part of our tribe.

5th.—The hostages are also a guarantee on the part of the Kabal Khel, that no further act of hostility will be committed by that tribe in British territory, until the pending cases between the Vaziris and Tunis shall have been brought under settlement.

## No. CXXVI.

## AGREEMENT of the headmen of the SAIFALI KHEL WUZEREES.

We, Malikdin, &c., and 38 others, being the whole Jirga of the Saifali, in person, on our own part, and as representing it on the part of the whole tribe



of Saifali, having presented ourselves with our own free will and accord before Captain J. W. H. Johnstone, Deputy Commissioner of the district of Banu, through Khan Bahadoor Mahomed Hyat Khan, petition for and agree to the following conditions.

Whereas certain persons of our tribe used for the purposes of trade to purchase at cheap rates stolen property belonging to British subjects, and for that reason our tribe was under the displeasure of and criminal in the eyes of the British Government; therefore to get pardon for our former misdeeds, we, being the heads of our tribe, according to the custom of 'Nanawat' or otherwise, throwing ourselves on its mercy, have brought 40 sheep of the value of Rupees 200, and 10 camels, value Rupees 800, by way of peace-offering, and we pray that this peace-offering and fine be accepted, and we be forgiven, and for the future we agree to the following terms :—

1st.—No member of our tribe shall commit in British territory any heinous offence, such as murder, robbery, &c., and we will, in so far as we can, check the thieves of our tribe, and if any member should bring any stolen property from British territory, we will cause it to be returned, or the whole tribe will pay the value thereof.

2nd.—We will not receive any property stolen from British territory from any other tribe, or allow it to be kept in our country; and if any one should bring such property into our country, we, without the receipt of any ransom, will restore it.

3rd.—We will not give shelter to any criminal guilty of a heinous offence, such as a murderer or highway robber, or noted house-breaker absconded from British territory. If we should do so, the Government is at liberty to levy from us whatever fine may be suitable under the circumstances of the case.

4th.—We also promise that if any British subjects should make a pursuit into our country for the recovery of stolen property or the apprehension of criminals, we will not interfere with them, and they shall be at liberty to seize the property or criminals anywhere outside our dwelling places and take them away, and we will assist such pursuers.

5th.—If any member of our tribe should commit an offence in British territory and be sentenced to punishment according to law, we will not in any way plead or petition for him.

6th.—We, in the carrying out of these conditions, are all severally and collectively responsible, all the members of the tribe being responsible severally and collectively for the act of each member of it; and for whatever act which may be contrary to the agreement, the Government is at liberty to punish us, dealing with us as it does with other frontier tribes.

7th.—To prove that we have entered into this agreement willingly and seriously, we give as securities for the carrying out of it six persons, Vazir

British subjects, and eight persons, Saifalis of Kuram. If we act contrary to our agreement, these persons will see that it is carried out.

*Securities of Ahmadzai Vaziris.*

Mani Khan	...	...	...	Spirkai.
Momit ...	...	...	...	Khojal Khel.
Jumraz...	...	...	...	Mahamad Khel.

*Securities of Umarzui Vaziris.*

Barak Khan	...	...	...	Baka Khel.
Nipal Khan	...	...	...	Jani Khel.
Povandah Khan	...	...	...	Malik Shahi.

*Securities of Kuram.*

Malik Din and Kustor	...	...	...	Musa Khan Khel.
Kuzzadir and Momit	...	...	...	Ditto.
Sohai and Narkum ...	...	...	...	Isakhel.
Bozuk and Ghulla ...	...	...	...	Buda Khel.

The securities of British territory bind themselves for the period of one year. For the future our whole tribe binds itself to this agreement for ever.

8th.—Finally, we request that if it so happens that a member of our tribe should, contrary to this agreement, commit a crime against a British subject, and we prove that we, without the assistance of Government, cannot properly coerce him, then the Government, so far as it sees good, will assist us in coercing him or them.

No. CXXVII.

TRANSLATION of a TREATY of AGREEMENT entered into by the SHANUM KHAİL SECTION of the MUHSOOD WUZEEREE TRIBE with CAPTAIN MUNRO, OFFICIATING DEPUTY COMMISSIONER of BUNNOO, at Bunnoo, on Wednesday, the 19th June 1861.

We, the undersigned, Mullicks of the Shanum KhaİL Division of the Muhsood Wuzerees, viz., Peergul Khan, Sahib Khan, Alladad Khan, Kummurdeen Khan, Mairoodeen Khan, Shadec Khan, Said Omeen, Adil Shah, Abbas Khan, Zainooddeen Khan, Soorkummund Khan, Munsuh Khan, Khwaja Meer Khan, Alayar Khan, and Said Meer Khan, for ourselves, and as representing Shere Ali Khan, Poordil Khan Khodadad and Hossein, other chief Mullicks of the Shanum KhaİL now absent, being very desirous to conclude a peace with the British Government, do hereby engage as follows:—

1st.—We undertake to maintain friendly relations with the British Government for the future.

2nd.—If any member of the Shanum KhaİL Muhsood tribe hereafter commit an offence, directly or indirectly, against the British Government, we

shall bear the responsibility as a tribe, and the British Government may exact reparation by seizure of our kafilahs, or otherwise as may be deemed requisite.

3rd.—Should any member of either of the two other main divisions of the Muhsood, *viz.* the Aližyes or Behlolžyes, be guilty of committing an offence within British bounds, he shall not receive aid or shelter from us, neither shall he be allowed to deposit any stolen property in our territory.

4th.—In like manner we promise not to afford shelter to absconded offenders from British territory, whether British subjects or members of other tribes, and especially do we undertake that Khwaja Hawes, Momrez, Deen, and Yar Gool, four of the absconded murderers of the late Captain Meeham, be not permitted to reside or take shelter within Shanum Khail limits.

5th.—We hold ourselves answerable that there shall be no attacks made by the tribe in strength, nor any open violence by armed men within Government limits. \* With regard to thefts, we cannot in the same manner guarantee that none shall occur; but we will use our utmost endeavours to repress such, and whenever injury has been inflicted within Government bounds by any member of our section, such as murder, theft, incendiarism, &c., the British Government shall be at liberty to indemnify itself from our kafilahs of merchandize, according to the following scale:—

For blood	...	...	...	Rs. 600 0 0
For a wound or blow causing the loss of a limb, or injury equal to it	...	...	...	„ 200 0 0

*For slight wound.*—According to estimated injury.

*For incendiarism or other injury.*—According to extent of damage done.

6th.—As a guarantee of our good faith, we will place two hostages from our section of the tribe, one with his family and one without, in the hands of Government, to be lodged either at Tank or Bunnoo, as Government may direct, for the space of one year from this date. If, in the course of that year, no injury or offence is committed by the Shanum Khail Section of the Muhsoods in Government territory, the hostages will be entitled to release at the expiry of the prescribed period. In the event of the occurrence of any breach, or of the committal of any offence for which reparation has not already been provided in this Treaty, the release or detention of the hostages will be at the pleasure of the British Government.

Having, as delegates from the Shanum Khail Section of the Muhsood Wuzerees, undertaken to abide by the above conditions, we each and all attach our marks to the paper of Agreement, and trust the Government will accept this covenant on our parts.

(Here follow the marks or signatures.)

#### SUPPLEMENTARY MEMORANDUM.

The Agreement of which the above is a translation was signed and sealed at Bunnoo on the 19th June 1861 before me. Nawab Shah Newaz Khan of Tank, and Sooltan Mahmood Khan, Tehseeldar, being also present,

all the Muhsoods assembled in "jeerga" or council spontaneously repeating the Mahomedan Creed both before and after the signature. The document was attested by the Commissioner of the Derajat Division at Bunnoo, on the 27th June 1861.

Similar Agreements were entered into at the same time and place by the Alizee and Behlolzye Sections of the Muhsoods, the former being represented by Mullick Oomer Khan, Yaruck Khan, Peergool, Muteen Raz Mahomed, Ali Khan, Shoojab, Wilayut Khan, Tootee Khan, Duduck Khan, Sohun Khan, Zurai Khan, Walle Khan, Goolan, Ghurnee Gool, Ali Hybut, Baidul, Meer Khuk Gool Shah, and the latter by Mullicks Taj Mahomed, Latee Khan, Larsur Khan, Yar Mahomed, Mushuk, Gudhee, Hodee Khan, Hatim, Burkhoordar Dooranee Khan, Shukkur Khan Bhoojar, Mehrat, Khwaja Ahmed, Budha, Kuliundur Shah, Nana Dullai, in person, and as delegates from Zuber dust and Said Khan, Bhuttee Nubbee, Ikhlass, Shahbaz, Futteh Khan and other absent Mullicks of the Behlolzyes.

It was moreover ruled that the six hostages (two from each section) should each be either the son, brother, or nephew of a Mullick, and that three of the hostages should be lodged at Bunnoo and three at Tank, receiving subsistence from Government.

(Sd.) A. A. MUNRO, *Lieut.*,  
*Officiating Deputy Commissioner.*

### No. CXXVIII.

TRANSLATION of an AGREEMENT entered into by the SHAMAN KHEL branch of MAHSUD WAZIES with the BRITISH GOVERNMENT at DERAH ISMAIL KHAN, on the 28th April 1873.

We, the undersigned Shaman Khel Malliks,—*viz.*, Zainul din, Hakim, Wasila, Muna Din, Akhmad, Attal Khan, Khanzam, Sarmast, Makri, Zaffar Khan, Suhbat Khan, Lall Shah Tagai, Amin Khan, Mukhammad Din, Hindustan Abizar, Bakro, Baz Khan, Muhsin, Danneh, Hajee Muhammad, Dalla Khan, Khadim, Zanjir Khan, Hajee Khan, Mian Khan, Hajee Khan, Meer Ghazab, Saidal, Gor, Ahmad Shah, Allahdesh, Nurai, Said Mir, Khowaja Ahmad, Mirza Futteh Khan, Gulli Shah, Roz Shin, and Saidal Badanzai, Khalli Khel, Chiar Khel and Galisha Shaman Khels, residents of Tangi Maidan, Shahurwalla and Bhangi,—hereby submit to the British Government (with whom our clan has been at enmity for a long time past, and in consequence of which nine of our clan, including Futteh Roz, the son of Malik Sarmast Khan, Shaman Khel, have been seized and thrown into prison by the British Government) and do hereby engage as follows:—

I.—To maintain friendly relations with the British Government for the future.

II.—To give, as a guarantee of our good faith, 11 of our most influential Malliks and 9 of less note (in all 20) as hostages for location at Derah Ismail Khan (each of the former to receive subsistence allowance at the rate of Rupees 15 per mensem and the latter at 10).

III.—These Malliks, or their brothers or sons, to continue to remain as hostages at Derah Ismail Khan, as Government may order.

IV.—To pay a fine of Rupees 3,000 as an indemnity for our past offences in British territory against property, to be levied in the following way, *viz.*, 1,000 rafters for roofing to be delivered at Tank by the clan, and the balance of the fine to be realized on our convoys entering British territory, at the following rates, in the course of two years, half being levied the first year, and the remaining half the next year—

At  $\frac{1}{2}$  anna per bullock.

„ 1 anna per camel.

If the fine be not levied in two years, as above noted, the balance to be recovered from the subsistence allowance of the hostages within each year.

V.—To allow in future no member of our clan to commit any violent act in British territory, such as dacoity, theft, robbery or murder.

VI.—That, in the event of crime being committed in British territory by any member of our clan, the property plundered shall be restored by the offender or his section; and in the event of their not restoring the stolen property, the hostages of that section shall be held liable to imprisonment or deportation, with a view to ensuring the return of the said property, &c.

VII.—That, in the event of any member of the clan murdering or wounding a British subject with sword, stone, shot, or in any other way, the sum of Rupees 600 may be realized by Government for a murder, and Rupees 300 for wounding, either from the actual offender or his section.

VIII.—On any offence committed in British territory being imputed to a member of our clan, the Deputy Commissioner shall be at liberty to call a “jirgah” of the clan with a view to a settlement of the offence being effected.

IX.—In the event of any member or section of the clan not acting according to the decision of the “jirgah” or order of Government regarding any of the above offences, the hostages of the clan shall be liable to imprisonment and deportation to wherever Government may direct, until the said decision or order be complied with by the clan.

X.—The Galisha sub-division of the clan, having heretofore been at peace with Government and in the enjoyment of free intercourse with British territory, are notwithstanding included in this arrangement, and will be held similarly responsible for any offences their sub-division may commit in British territory in future. They are, however, in consideration of their past friendship, absolved from paying any portion of the fine imposed on the clan, and are not required to furnish any hostages,—those of the rest of the clan engaging voluntarily to be held responsible for the acts or omissions of the Galishas.

XI.—The following are the names of the superior and inferior Maliks of the clan now located at Derah Ismail Khan (permission to be given them every four months to visit their houses on providing substitutes to be approved of by the Deputy Commissioner, not more than one-third of the hostages to be changed within any four months) :—

No.	Name.	Section.	Residence.
<i>Superior Maliks.</i>			
1	Mallik Zainuddin ... ..	Badanzai ... ..	Tangiwalla.
2	Lall Gul ... ..	Chiar Khel ... ..	Maidanwalla.
3	Wasila ... ..	Ditto ... ..	Ditto.
4	Minu Din ... ..	Khalli Khel ... ..	Ditto.
5	Attal Khan ... ..	Ditto ... ..	Ditto.
6	Hajee ... ..	Chiar Khel ... ..	Shahurwalla.
7	Sarmast ... ..	Ditto ... ..	Ditto.
8	Suhbat Khan ... ..	Ditto ... ..	Bhangiwalla.
9	Hakim Shah ... ..	Ditto ... ..	Ditto.
10	Muhammad Din ... ..	Khalli Khel ... ..	Ditto.
11	Hajee Mukhammad ... ..	Ditto ... ..	Ditto.
<i>Maliks of Inferior Note.</i>			
1	Baz Khan ... ..	Badanzai ... ..	Tangiwalla.
2	Muhsin ... ..	Ditto ... ..	Ditto.
3	Hajee Gul Khan ... ..	Khalli Khel ... ..	Maidanwalla.
4	Khadim ... ..	Ditto ... ..	Bhangiwalla.
5	Hajee Khan ... ..	Ditto ... ..	Ditto.
6	Abizgar ... ..	Chiar Khel ... ..	Ditto.
7	Hindustan ... ..	Ditto ... ..	Shahurwalla.
8	Mir Ghazal ... ..	Khalli Khel ... ..	Bhangiwalla.
9	Saidol ... ..	Ditto ... ..	Ditto.

XII.—Lastly, we do hereby declare that Government is at liberty, in addition to requiring full reparation for any offence committed, to inflict any fine it might think fit on any offender or offenders in the clan, according to the nature of the offence they may have committed in British territory; and, in the event of such offender or offenders failing to pay the fine, to levy it from the section he or they belong to, and failing that from the Shaman Khels generally.

We, the undersigned Maliks of the Shaman Khel branch of Mahsud Wazirs, therefore do hereby make this agreement in proof of our sincerity to submit to the British Government, and undertake to abide by the conditions therein contained, and we each and all attach our marks to this agreement.

(Here follow the marks or signatures.)

## No. CXXIX.

TRANSLATION of an AGREEMENT entered into by BAHLOLZAI MAHSUD WAZIRS with the British Government at DERAH ISMAIL KHAN on the 26th April 1874.

We the undersigned Maliks :—

*Shinghis.*—Nabbí Khán, Mammai Khel; Ahmad Khán, Kharmuch Khel; Azmat Khán, Mammai Khel; Kajír Khán, Kharmuch Khel; Báik Khán, Bái Khel; Wazír Khán, Wajjí Khel; Khán Bahádur, Wajjí Khel; Miándád Khán, Bái Khel; Pujáo Khán, Azboka; Madákh Khán, Azboka; Fatteh Khún, Bablái; Jánaí Khán, Bái Khel; Mír Salám Karán;

*Nana Khels.*—Laser Khán, Haibat Khel; Kargaí Jalál Khel; Gul Hassan, Jalál Khel; Kamál Khán, Kokrí; Amrad Khán, Jalál Khel; Makhal, Haibat Khel; Fatteh Roz Khán, Haibat Khel; Bhattí Khán, Haiba; Khel; Sher Allí Khán, Kokrí; Karrah Khán, Haibat Khel; Hassun Khán, Haibat Khel; Said Amin, Jalál Khel;

*Ahmal Khels.*—Laung Khán, Abdalli; Niází, Abdalli; Azwaní Khán, Abdallí; Mehr Khán, Nazar Khel; Amír Khán, Nazar Khel; Kákut, Nazar Khel; Push, Nazar Khel; Zabar Khán, Malik Sháhí; Sháh Maddí, Malik Sháhí; Wiláyat Khán, Nazar Khel; Dildár Sháw, Band Khel; Sháh Hussain, Band Khel;

Do hereby declare that we submit to the British Government (with whom our clan has been at enmity for a long time, and in consequence of which many of our clansmen have been seized and thrown into prison by that Government), and do hereby engage as follows :—

I.—To locate, as a guarantee for our future good conduct, 33 representative members of our clan as hostages at Derah Ismail Khán, viz. :—

## SHINGHIS.

- 1.—Rahímdad Khán, Mammai Khel.
- 2.—Awal Sháh, ditto.
- 3.—Ismáíl Khán, ditto.
- 4.—Muhib Khán, Kharmuch Khel.
- 5.—Taghraí Khán, ditto.
- 6.—Kázim, Wajjí Khel.
- 7.—Dadín, Bajjí Khel.
- 8.—Saddozí, Azboka.
- 9.—Badín, ditto.
- 10.—Mandar, Bái Khel.
- 11.—Makhal, ditto.
- 12.—Masud Khán, ditto.

## NANA KHEL.

- 1.—Imám Sháh, Jalál Khel.
- 2.—Hájí Muhammad, ditto.
- 3.—Lalai, ditto.
- 4.—Faujdár, Abdulrahmán Khel.

- 5.—Sarrai Khán, Abdulrahmán Khel.
- 6.—Madda Khán, Umar Khel.
- 7.—Mír Gul, ditto.
- 8.—Mír Ghazal, Kokrái.
- 9.—Gulzada, ditto.
- 10.—Batkaí, Haibat Khel.
- 11.—Hájí Muhammad, ditto.
- 12.—Maizan Khán, ditto.

## AHMAL KHEL.

- 1.—Jaimak, Abdullí.
- 2.—Sháhdír, Nazar Khel.
- 3.—Sad Rahmat, ditto.
- 4.—Abdulrahmán, ditto.
- 5.—Ghazni, Malik Sháhí.
- 6.—Ahmad Khán, ditto.
- 7.—Fatteh Khan, ditto.
- 8.—Balak, Band Khel.
- 9.—Khan Subah, Syad Khel.

These hostages will be allowed to go home in turn on giving their brothers or sons as substitutes to be approved of by the Deputy Commissioner.

II.—We have paid into the Government treasury Rs. 5,585 as an indemnity for the offences committed by us during the past year, and have also paid Rs. 1,500 in reparation for the late outrage committed by certain members of our clan in the Bain Pass,—total Rs. 7,085.

III.—To pay a fine of Rs. 3,000 as an indemnity for our past offences in British territory against property, to be levied on our convoys entering British territory at the following rates in the course of one year :—

Half anna per bullock.

One anna per camel.

If the whole of the fine is not realized in the course of one year, as above noted, the balance is to be deducted from the subsistence allowance of our hostages.

IV.—That in the event of a predatory crime being committed in British territory by any members of our clan, the property plundered shall be restored by the offender or his section, and in the event of their not restoring the stolen property, the hostages of that section shall be held liable to imprisonment and deportation with a view to ensuring the return of the said property.

V.—That in the event of any member of the clan murdering or wounding a British subject with sword, shot, stone, or in any other way, the sum of Rs. 600 may be realized by Government for the above offences, either from the actual offender or from the section to which he belongs.

VI.—On any offence committed in British territory being imputed to a member of our clan, the Deputy Commissioner shall be at liberty to call in a “jirga” of the clan with a view to a settlement of the offence being effected, either the real property stolen being restored or a compensation being paid for it.

VII.—In the event of any member or section of the clan not acting according to the decision of the “jirga,” or order of Government regarding any of the above offences, the hostages of the clan shall be liable to imprisonment and deportation to wherever Government may direct until the said decision or order be complied with by the clan.

VIII.—Permission to be given to hostages every four months to visit their homes on providing substitutes to be approved of by the Deputy Commissioner. Not more than one-third of the hostages to be changed within every four months.

IX.—Members of our clan offending in British territory, if captured, will be punished according to the law.

X.—Government is at liberty, in addition to requiring full reparation for any offence committed in British territory, to inflict any fine it may think fit on any offender or offenders in the clan according to the nature of the offence he or they may have committed, and in the event of such offender or offenders failing to pay the fine, to levy it from the section he or they belong to, and failing that from the whole clan generally.



Branch.	Sub-division.	Sections.	HOSTAGES.	
			No.	Names.
BALOLZAI.	SHINGHIS.	Mammai Khels ...	3	Rahmdád. Awal Sháh.
		Kharmuch Khel ...	2	Ismáíl Khán. Muhib Khán.
		Wajjí Khel ..	1	Taghraí. Kázim Khau.
		Bajjí Khel ...	1	Dadin Khán.
		Azboka ...	2	Sabdozi. Bádín.
		Bai Khel ...	3	Mandar Khán. Makhal. Masúd.
		Total ...	12	
	AHMAL KHEL.	Abdullí	1	Jainak Khán.
		Nazar Khel ..	3	Sháhnewáz Khán. Sad Rahmat.
		Malik Sháhí	3	Abdulrahmán Khán. Fatteh Khan.
		Band Khel ..	2	Ghazni Khan. Ahmad Khán.
		Total ..	9	Bálak. Khán Súbah.
	NANA KHEL.	Jalál Khels ..	3	Imám Sháh. Hájí Muhammad.
		Abdulrahmán Khel ...	2	Lulái. Faujdár Khan.
		Umar Khel ..	2	Sarraí Khan. Madda Khán.
		Kokaráí ...	2	Mír Gul. Gulzáda.
		Haibat Khel ...	3	Mir Ghazal. Batkaí. Hájí Muhammad.
		Total ..	12	Maizan.
		GRAND TOTAL ...	33	

(Sd.) C. E. MACAULAY,  
Offg. Deputy Commissioner.





## PART II.

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### TREATIES AND ENGAGEMENTS

RELATING TO

SIND AND BELOOCHISTAN.

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#### SIND.

THE Rajpoot dynasty who ruled in Sind are said to have been conquered about A.D. 711 by the Mahomedans from Arabia. About A.D. 1025 the country was annexed to the Ghaznvide empire by Mahmood; and after various changes of rulers it was incorporated into the Delhi empire by Akbar in 1591, from which it was again dissevered in 1740 by Nadir Shah, who exacted from it a tribute of above twenty lakhs of rupees. After the assassination of Nadir Shah, Sind became subject to the Dooranee rulers of Candahar.

Previous to the invasion of Nadir Shah, the Kaloras, a religious sect, had risen to power in Sind, and the Chief of the tribe, Noor Muhomed, had been recognized as Governor of the province. It was during the rule of his brother, Gholam Shah, that the connection of the British Government with Sind commenced by the establishment of factories at Tatta and Shah-bunder in 1758. In that year Gholam Shah granted an order (No. CXXX.) for the establishment of the factories and for certain immunities to trade. This order was renewed (No. CXXXI.) in 1761. During the rule of Sarferaz Khan, the eldest son of Gholam Shah, however, the trade was so much interfered with that the British Government found it necessary to withdraw their factories. This was done in 1775.

The violence and tyranny of Sarferaz Khan and his successors, who from jealousy, put to death three of the Chiefs of the Talpore tribe, led to the overthrow of the Kalora dynasty. The Talpores are a Belooch tribe, whose Chiefs had long held the first place in the service of the rulers of Sind. To avenge

the death of their Chiefs the Talpores rose, and, headed by Meer Futh Ali Khan, Talpore, expelled the Kalora ruler Abd-oon-Nubbi. This revolution took place in the year 1786. The measures which Futh Ali took to establish his authority alarmed his relatives, Meer Sohrab Khan and Meer Thora Khan, who fled, seized on Kheirpore and Shah-bunder, and renounced the authority of their kinsman. Meer Futh Ali was never again able to extend his authority over the whole province, which henceforth remained divided into three separate principalities, *viz.*, Hyderabad or Lower Sind under Futh Ali, Kheirpore or Upper Sind under Meer Sohrab, and Meerpore under Meer Thora. In Hyderabad, Futh Ali divided his power with his three brothers, Gholam Ali, Karm Ali, and Murad Ali, and from their real or apparent unanimity the brothers received the appellation of the Char Yar, or four friends.

In 1799 the commercial intercourse between the British Government and Sind was revived, and Futh Ali Khan issued an order (No. CXXXII.), granting certain privileges in favour of English trade. But the advantages of this trade were overrated. The promises of the Ameers were insincere, the representative of the British Government was rudely compelled to withdraw, and the influence of the British Government in Sind was at an end. This arrogant and insulting behaviour of the Ameers was attributed to remonstrances from Zaman Shah, and rumours of the growing power of the British Government consequent on the fall of Tippoo Sultan.

Futh Ali died in 1801, leaving half his territory to his brother, Gholam Ali, and the remainder in equal shares to the other two brothers, with corresponding obligations for paying the expenses of the State and the annual tribute of thirteen lakhs to Cabul. In this arrangement Meer Sobdar, the son of Futh Ali, received no share of power. Gholam Ali died in 1811, and his son, Meer Mahomed, was also excluded from power, which was divided between the two surviving brothers, Karm Ali and Murad Ali. The former died childless in 1828, leaving Murad Ali sole ruler of Lower Sind. He died in 1835, leaving two sons, Noor Mahomed and Nusseer. From this time till 1840 the government at Hyderabad was divided among the four sons of the Char Yar—Noor Mahomed Khan, the chief Meer, his brother Nusseer Khan, and their two cousins, Sobdar Khan son of Futh Ali, and Meer Mahomed Khan, son of Gholam Ali. In 1840 Noor Mahomed died, leaving two sons, Shahdad Khan and Hussein Ali Khan, under the guardianship of their uncle Nusseer Khan. These were the heads of the

Hyderabad family at the time of the annexation of Sind in 1843—Meer Nusseer, Meer Sobdar, Meer Mahomed, Meer Shahdad, and Meer Hussein Ali between whom Noor Mahomed had divided his possessions by will.

In Upper Sind and Meerpore the Government remained undivided in the hands of single Chiefs. Meer Sohrab bequeathed his territory to his son, Meer Rustum, in 1830. Meer Thora had been succeeded the previous year in Meerpore by his son Sher Mahomed. These two Chiefs remained in power till the annexation.

The connection of the British Government was naturally more intimate with the Hyderabad family, who governed the lower valley of the Indus, than with the more remote branches of Kheirpore and Meerpore. After his accession Gholam Ali deputed an Agent to Bombay in 1803, to apologize for the expulsion of the British Agency by his late brother. Friendly relations, however, were not at once established in consequence of the evasion of the demand of the British Government for compensation. But in 1808, when the British Government were concerting measures against the threatened invasion of the French and the Persians by way of Afghanistan, it was deemed expedient to waive the demand. Captain Seton was sent as envoy to Sind on the part of the Bombay Government. He concluded an offensive and defensive Treaty\* of seven Articles with Gholam Shah. The Supreme

\* TRANSLATE OF A DEED OF AGREEMENT sealed and delivered by MEER GHOLAM ALI, Hakim of Sind, to CAPTAIN DAVID SETON at Hyderabad, the 18th July 1808.

This Agreement has been drawn up in consequence of Captain David Seton, on the part of the Honourable Jonathan Duncan, Esq., Governor of Bombay, having arrived at Hyderabad, and having formed a firm alliance between the Government of Sind and the Honourable Company and Honourable Governor aforesaid.

#### ARTICLE 1.

That a firm alliance shall exist between the two States, and the friends of one the friends of the other, and the enemies of one the enemies of the other; and this shall remain for ever.

#### ARTICLE 2.

When the assistance of troops is required by either of the parties, it shall be granted when asked.

#### ARTICLE 3.

That the disaffected of one government shall not be protected by the other.

#### ARTICLE 4.

That when the servants of the Sind Government shall wish to purchase warlike stores in any of the ports belonging to the Honourable Company, they shall be permitted to do so, and be assisted in their purchases, and on paying their value be allowed to depart.

Government, however, refused to ratify it, as it committed them to too close a connection with Sind, and they sent an envoy of their own, Mr. N. H. Smith, to make new negotiations. A Treaty of four Articles (No. CXXXIII.) was concluded on 22nd August 1809, with the then surviving brothers of the Hyderabad family. This Treaty provided for the exclusion of the French from Sind, and the mutual despatch of vakeels by the British Government and the Government of Sind. In 1820 another Treaty (No. CXXXIV.) was concluded with the two surviving brothers, Karm Ali and Murad Ali by which they agreed to exclude Europeans and Americans from their territories, and to prevent inroads into the British dominions. The subjects of the two Governments were to be permitted to reside in each other's territories on condition of orderly and peaceable conduct.

On 4th April 1832 the first Treaty (No. CXXXV.) was concluded with the Kheirpore family. Its provisions were chiefly of a commercial nature, Meer Rustum agreeing to throw open the navigation of the Indus\* on the same condition as might be settled with the Hyderabad Ameers. The terms with the Hyderabad Ameers (No. CXXXVI.) were concluded on 20th and 22nd April 1832, and provided for the passage of traders by the rivers and roads in Sind, subject to fixed duties, on condition that no armed vessels or military stores should be conveyed by these routes, and that English merchants should not settle in Sind, but leave the country as soon as their business should be transacted. In 1834 this Treaty was modified by another (No. CXXXVII.), which substituted for a duty on goods a toll of Rupees 570 between the sea and Roopur, of which Rupees 240 were to be paid to the Sind Ameers, and the remainder to Bhawulpore and Runjeet Sing, and pro-

#### ARTICLE 5.

That an Agent on the part of the Honourable Company, for the increase of friendship and good-will, shall reside at the Court of the Meer of Sind.

#### ARTICLE 6.

The claims on account of former loss in the time of Mr. Crow shall be dropped.

#### ARTICLE 7.

That a British factory in the town of Tatta only, on the same footing as in the time of the Caloree, shall, after the full satisfaction, perfect confidence, and with the leave of this Government, be established.

And through the blessing of God there shall be no deviation from this firm alliance.

*Dated 1st Jemmadee-ool-Sany 1223, or 24th July 1808.*

\* Regarding trade on the Indus see Treaties with Runjeet Sing and the Nawab of Bhawulpore, pages 24 and 179.

vided that bulk broken in the voyage should be charged with the local duties levied by the respective governments within whose territories the goods were sold.

The later Treaties with the Ameers of Sind were more of a political nature, arising out of the measures taken by the British Government to re-establish Shah Shuja in Cabul, to which it is necessary more particularly to advert.

In 1836 Runjeet Sing put forward claims to a tribute of twelve lakhs of rupees from Sind and threatened the invasion of Shikarpore, but the British Government induced him to abstain from hostilities, and offered to the Ameers of Sind to mediate a settlement of Runjeet Sing's claims, on condition of their granting certain concessions in favour of trade on the Indus, receiving a British Agent at Hyderabad, and conducting all their relations with Lahore through the British Government. A provisional Engagement (No. CXXXVIII.) was concluded with the Hyderabad Ameers for opening the trade on the Indus and stationing a British Agent at Shikarpore. Great repugnance, however, was shown to the reception of a British Agent at Hyderabad. Noor Mahomed Khan asserted that he was too weak to accept such a measure which was opposed to the feelings of his family and the whole Talpore tribe. But as concession on this point was made the essential preliminary condition of the British mediation with Runjeet Sing, the Ameer at last consented, and a Treaty (No. CXXXIX.) was concluded, on the 20th April 1838, with Noor Mahomed. Separate agreements to the same effect were given at the request of Noor Mahomed to the other Ameers, Meer Nusseer and Meer Sobdar, the object of this being to secure Noor Mahomed in the position of head of the Hyderabad family.

The 4th Article of the tripartite Treaty\* between the British Government, Runjeet Sing, and Shah Shuja, bound Shah Shuja to abide by whatever the British Government should settle regarding Shikarpore and the territory of Sind on the right bank of the Indus, and the 16th Article provided that he should relinquish all claims to supremacy over Sind and to arrears of tribute on the condition of the payment by the Ameers of such a sum as the British Government might determine, of which fifteen lakhs were to be paid to Runjeet Sing. In consideration of the advantages to be secured to the Ameers

\* See page 32.



by the cessation of their dependence on Cabul and of all tributary claims, they were to be required to assist in the passage of the British armies to Afghanistan, to permit the temporary occupation of Shikarpore, and as much territory as would form a secure basis for the intended military operations, and to suspend that Article of the Treaty of 1832 which prohibited the transport of military stores by the Indus. The Ameers were at the same time told that any engagement on their part with the Shah of Persia would be considered as indicative of hostile feelings towards the British Government. The Resident in Sind was also empowered, in the event of the British policy being opposed by the leading Ameers, to place at the head of the administration any member of the family whose disposition might be friendly, and who might have sufficient influence in the country to recommend him.

With exception of Sobdar Khan, the Ameers of the Hyderabad family manifested the strongest disinclination to comply with the demands made on them. Less difficulty was found with the Kheirpore family. Mobarik Khan indeed, and a small party attached to him, were subservient to the counsels of their relatives at Hyderabad. But Meer Rustum Ali Khan, who had long manifested a desire for a Treaty with the British Government, by which he should be recognized as independent of Hyderabad, entered willingly into the British policy. A Treaty (No. CXL.) similar to that made in the same year with the Nawab of Bhawulpore\* was concluded with him on 24th December 1838, by which his territory was taken under British protection; he acknowledged the British supremacy, engaged to abstain from political intercourse with other States, was guaranteed in the independent administration of his territory, and engaged to assist in the passage of troops through his territory, and to cede temporarily the fortress of Bukker as a depôt for treasure and munitions of war. Subsidiary agreements were at the same time given to the other Ameers of the Kheirpore family, Meer Mobarik, Meer Mahomed, and Ali Murad. It was at first intended to exclude Meer Mobarik from these arrangements in consequence of his avowed opposition to the British Government, but at the request of Rustum Ali, a guarantee was given to Meer Mobarik as well as to the other Ameers.

In the meantime much opposition was experienced by the Resident at Hyderabad. The Ameers manifested the utmost repugnance to admit the

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\* See page 179.

pecuniary claims of Shah Shuja, and pleaded that the Shah had already granted them releases \* written on the Koran from all tributary payments. Meer Sobdar was throughout friendly in his bearing, but the other Ameers, more particularly Meer Noor Mahomed and Meer Nusseer acted with deep duplicity. While professing a strong desire for cordial friendship, they were holding secret intercourse with Persia. They threatened in a most insolent manner to oppose the passage of Shah Shuja, permitted the Resident to be insulted and stoned, gave secret orders that no assistance should be rendered to the British force from Bombay, and tampered with the Nawab of Bhawulpore to seduce him from the alliance which he had just concluded with the British Government. The paramount importance, however, of hastening the completion of the measures for the occupation of Afghanistan induced the British Government to abate its demand, provided they could secure the passage of troops. The Resident therefore offered to the Ameers a Treaty framed on the principle of establishing the distinct independence of each of them and stationing a British force to be subsidized in the country, with the exemption of Meer Sobdar from all payment on account of the expenses of that force.

\* *Shah Shuja-ool-Moolk to Murad Ali Khan.*

As the slaves of the presence are now about to proceed to conquer Khorassan and Iran, I have entered into the following Treaty, which I swear by God and the Koran to abide by. I will not remain above fifty days at Shikarpore, and will encamp on the Baghi Shahee. At the close of the above period, the slaves of the presence will move into Candahar, and I bestow Sind and Shikarpore and their dependencies on you and your heirs and successors in the same manner that you now hold them. They shall be your territories and property. There shall be no oppression of the smallest degree, and, besides that, the royal favour will be greatly extended towards you, so that all the world may know it. This Treaty is vouchsafed on the Koran for your perfect satisfaction.

*Written the 7th of Mohurram, 1209 Hegira.*

(The King's Sign Manual.)

*N.B.*—The following remark is written in the handwriting of the King himself :—

"This Treaty is confirmed by the Koran. The royal slaves have bestowed of their own free-will and pleasure the country of Sind and Shikarpore as a jaghire on Meer Murad Ali Khan."

*Shah Shuja-ool-Moolk to the Ameers Noor Mahomed Khan and Nusseer Mahomed Khan.*

I hereby, in the name of God and by the sacred Koran, make this agreement, by which I bestow on you the country of Sind and Shikarpore, and all their dependencies, as a jaghire, which you are to enjoy and hold generation after generation. The said country will remain with you for the future, and no sort of oppression, however small, shall be attempted or practised. The friends and enemies of the King shall be considered your friends and enemies. Should you require any assistance in the way of troops on account of Sind and Shikarpore, it shall be afforded from the royal army agreeably to your wishes. The slaves of the presence have no sort of claim or pretensions on Sind or Shikarpore and their dependencies, nor will any be made. The Treaty which the fortunate slaves wrote with the royal handwriting on the Sacred Koran, in the name of Morad Ali Khan, of blessed memory, is renewed, as well as what is herein stated to you, and not a hair breadth's difference shall occur in it. The royal favour and approbation shall be bestowed and showered on you beyond that shown to the other well-wishers of the King.

(Signed by the King's Sign Manual in red ink.)

The Treaty was rejected by the Ameers, and every appearance of open hostility was exhibited. Preparations were made to attack their capital, when the Ameers assented to the demands made on them and signed the Treaty. But as a punishment for their hostility, a new condition was insisted on that the Ameers of Hyderabad, with the exception of Meer Sobdar, should pay seven lakhs of rupces each, being twenty-one lakhs in all, to Shah Shuja, as the condition of their exemption from further claims.

While these events were occurring at Hyderabad, the reserve force from Bombay was fired on while approaching Kurrachee, and their landing was opposed. Fire was, therefore, opened on the fort, the seaface of which was levelled with the ground. The fort was taken, and the Governor of the town was required (No. CXLI.) to give over military occupation of it to the British Government.

The Treaty which had been concluded between the Resident and the Ameers was not confirmed in its entirety by government. Several modifications were made in it, and it was reduced from 23 to 14 Articles, and the revised Treaty (No. CXLII.) signed by the Governor-General was offered separately for the acceptance of the four Ameers. After some demur the Ameers signed it, being chiefly induced to do so by the example of Meer Sobdar.

In the meantime Meer Sher Mahomed, of Meerpore, also expressed a wish to enter into a Treaty with the British Government. His object was to obtain the same terms as had been granted to Meer Sobdar of Hyderabad, that is to say, exemption from all payments towards the subsidiary force. Government, however, refused to treat with him on such terms, and required a payment of half a lakh a year. To this the Amcer assented, and a Treaty (No. CXLIII.) was concluded with him in June 1841.

Delay and difficulty soon began to be felt in realizing the tribute from the Ameers, and Lord Ellenborough, deeming the demand of pecuniary tribute from Native States to be a constant cause of misunderstanding, resolved to commute it, whenever possible, to a cession of land. In pursuance of this policy, negotiations were opened with the Ameers for the cession of Shikarpore in lieu of the tribute. Meer Nusseer of Hyderabad readily offered to cede his own share of Shikarpore, and that of his late brother, Meer Noor Mahomed, on condition of being allowed to retain the nominal sovereignty. The negotiations were nearly concluded, when the first news of the disasters at Cabul arrived and produced an entire change of feeling in the Ameers, and

induced them to break off the discussion. Meer Rustum Ali of Kheirpore and Meer Nusseer of Hyderabad also began to intrigue for the expulsion of the British forces from Sind. They were therefore distinctly warned that on the day on which infidelity to their engagements might be proved, their territories would pass from them.

In August 1842 Sir C. Napier was appointed to the military command in Sind and Beloochistan, and invested with authority over all civil and political officers in these territories. Besides the suspicion of the fidelity of the Ameers, there were other circumstances arising out of a misunderstanding of those articles of the Treaty relating to trade which called for a revision of the engagements. The most important discussion related to the interpretation of the 11th Article. The Ameers insisted that the article exempted only foreign boats from duty on the Indus, while the British Government maintained that all boats, as well those of Sind as of other States, were entitled to pass duty free. The objects which, under the instructions of government, were to be kept in view in any new engagement with the Ameers were the free navigation of the Indus, the cession of territory in exchange for tribute, the establishment of a uniform currency in Sind, and the cession of territory to the Nawab of Bhawalpore, who throughout the disasters in Afghanistan had remained faithful to his engagements. A draft Treaty embodying these demands was offered to the Ameers towards the close of 1842. Naturally enough the most serious remonstrances were made against the measures which Government proposed to force on them. There seemed no hope of an amicable settlement. The British troops were advancing to enforce the demands, and on 9th February 1843 the Ameers intimated their willingness to subscribe the Treaty if Rustum Ali Khan, of Kheirpore, were restored to his rights of which he had been deprived by his younger brother, Ali Murad Khan.

Meer Sohrab, of Kheirpore, had retired from public life in 1811, and abdicated in favour of his son, Meer Rustum Ali. But by his will, which he made in 1829, he divided his territory among his sons in four shares, of which Meer Rustum, as the successor to the Turban, held two, and Mobarik Ali and Ali Murad were to receive one each. Meer Ali Murad, who was an infant at the time of his father's death, and was committed to the care of Mobarik Ali, always believed himself to have been defrauded by his guardian. However this may be, he received\* from the British Government in

\* See above, page 250.

1838 a separate guarantee for the estates he held in Kheirpore. Mobarik Ali died in 1839, but the dispute was inherited by his son, Meer Nusseer, with whom Meer Rustum Ali sided. In September 1842 the brothers met in battle. Rustum Ali and Meer Nusseer were defeated, and signed the Nownahar Treaty,\* by which they assigned nine villages to Ali Murad seven of which belonged to Meer Rustum Ali, and two to Meer Nusseer.

\* TRANSLATION of the TREATY made between MEER RUSTUM KHAN, Talpore, and MEER ALI MURAD KHAN, Talpore as written on the Koran, which was produced by Ali Murad to the Commission in 1850.

In the name of the Most Merciful and Compassionate God.

May the God of the Universe be praised !

Meer Sahob Meer Rustum Khan, Talpore, made peace and bound himself by promise with Meer Ali Murad Khan, Talpore, to this effect, that as a dispute arose between Meer Ali Murad Khan and Meer Nusseer Khan on the subject of the boundary of Soondurbealy, in which Meer Nusseer Khan was proved to have encroached, Meer Ali Murad Khan having expended lakhs of rupees came to fight with Meer Nusseer Khan. In the meantime, in order to put an end to disturbances, and considering the expense in cash and jaghires which Meer Ali Murad Khan has incurred on account of his army, I give over the villages of Khanwahun, Abayanee, Bucha, Daree, Ghurukna, the villages Rayna and Paleeja, with my free-will, and that of Meer Nusseer Khan to Ali Murad Khan, that he may enjoy them from the commencement of the season khureef 1253, and I (Meer Rustum) will depute a vakeel to get this Treaty sanctioned by the British authorities. I will never cause any molestation against the said villages; neither my sons nor Meer Nusseer Khan, nor his relations, will raise any claims to this country. If they attempt to do so they are false; and as regards the villages of Papurlooee, Obree, and Shah Bella, Mahomed Obag and Mahlanee, which are the right of Meer Ali Murad Khan, although they were in the possession of Meer Mobarik Khan, Meer Ali Murad Khan has got them back through the British Government; neither Meer Nusseer Khan nor his children are to set forth their claims to the said villages, or apply to the British Government for them. If they attempt to do so they are false, and I, together with my sons, shall take part with Meer Ali Murad Khan, as he is in the right, and the boundary of Soondurbealy, as may be settled by the Ameers, I will give into the possession of Meer Ali Murad Khan. There is no difference in this Treaty, nor will any be made. God is witness.

Rustum  
Fuqeer,  
Talpore.

Meer Ali  
Akbar Khan,  
Talpore.

Meer  
Nusseer Khan,  
Talpore.

*Dated 9th Shaban 1258.*

COPY of the TREATY of Nownahar written on the leaf said to have been extracted from the Koran.

*Translation.*

In the name of the Most Merciful and Compassionate God.

May the God of the Universe be praised !

Meer Sahob Meer Rustum Khan, Talpore, made peace and bound himself by promise with Meer Ali Murad Khan, Talpore, to this effect, that as a dispute arose between Meer Ali Murad Khan and Meer Nusseer Khan on the subject of the boundary of Soondurbealy, in which Meer Nusseer Khan was proved to have encroached, Meer Ali Murad Khan having expended lakhs of rupees came to fight with Meer Nusseer Khan. In the meantime, in order to put an end to disturbances, &c., considering the expense in cash and jaghires which Meer Ali Murad Khan has incurred on account of his army, I gave over the villages of Khanwahun, Abayanee, Bucha, Daree, Ghurukna, the villages Rayna and Paleeja, with my free-will, and the village Dadloo, and pergunnah (a) Mathela with my own free-will and that of Meer Nusseer Khan.

(a) The word "deh" appears here to have been altered to "pergunnah," and in attempting to make "be-mirzee" into "Mehurkee," the papers seem to have been spoiled.

When Sir C. Napier arrived in Upper Sind, Meer Ali Murad complained to him that his brother, Rustum, was endeavouring to secure the succession to the Turban to one of his own sons to the prejudice of Ali Murad's right. Sir C. Napier replied that by Treaty the Chieftaincy belonged to Meer Rustum Ali for life, but that at his death it would be transferred to Ali Murad. With this assurance Ali Murad seemed satisfied, and from that day he attached himself firmly to the British interests. When the British army was advancing to enforce the demands contained in the draft Treaty, Meer Rustum Ali offered to come into Sir C. Napier's camp and to put himself under his protection. He was told he should rather seek the protection of Ali Murad. He did so, and shortly afterwards it was reported that he had resigned the Turban to his younger brother, and that he had written the resignation\* in the most solemn manner in the Koran. The resignation was made after Meer Rustum Ali had taken from Meer Ali Murad an engagement† securing a provision for himself, his sons, and his nephews. When Sir C. Napier heard of the resignation, he asked an interview with Meer Rustum Ali. But the Ameer did not wait for it. He fled to the desert, and Ali Murad was recognized by Sir C. Napier as Chief of Kheirpore. It was for the restoration of Meer Rustum Ali to the rights of which he had been thus deprived, involuntarily as was afterwards proved, that the

\* Praise be to God and blessings on the Prophet and his family!

Meer Rustum Khan, Talpore, has made a compact, and formed a Treaty with Meer Ali Murad Khan, Talpore, to the following effect:—At this time during the supremacy of the powerful and exalted English Government, and from the autumn of 1253, I, Meer Rustum Khan, of my own free-will and pleasure, according to the rule and custom of the Chiefs of Hyderabad, present to Meer Ali Murad Khan (who is worthy of the Chiefship) the Turban of the Chiefship and brotherhood, with the control of the whole of my country, with the (sir shumari) capitation tax (meer luchuree), river dues, and (jayeza) tax on others than Mahomedans, and farms, and tolls, and fisheries, as specified below, so that during my lifetime, having occupied the seat of Chiefship, he may take into his entire possession the countries specified below. No one of my sons or nephews has or shall have claim or entry in this same Turban and this same country, which I of my free-will and pleasure bestow in gift. If any one advances a claim, he is a liar. The administration of affairs, the control of the army, the negotiation with the English, all now depend on the will of Meer Ali Murad Khan. In this compact the oath of the Koran is used; there shall not be the variation of a hair's breadth. God is a sufficient witness. Written on the 17th Tekiad 1258 A.H. (December 20th, 1842); 1st, Pergunnahs Kholiara Cheloor, Alleeareea, and Kultera; 2nd, Pergunnahs Nowshera Praise; 3rd, ditto Kundbarra, with Cherpore and Laliaree; 4th, Sud Kokun; 5th, ditto Meerpore, Manhilas, and Kunoorkee; 6th, sandy territory in Rene and Nara; 7th, forts Shahgurb, Sirdashgurb, and other forts; 8th, Pergunnahs Obara, Kheirpore, Hurkee; 9th, ditto Imauwah; 10th, ditto Bahoonuck and Burah; 11th, one-third of Subznl and Pergunnah Moozueka; 12th Pergunnah Shikarpore Mor Ali; 13th, ditto Roopa; 14th, ditto Bulbudka; 15th, ditto Chuck Moozargah; 16th, ditto Kushmoor.

† I, Meer Ali Murad, Talpore, requested Meer Rustum Khan, on account of his old age and weakly state, to abdicate the Turban in my favour and give over in writing all the country; that I would be responsible in every way to the British Government. The Meer consented to abdicate the Turban and to give over in writing the whole country and also the fortress, but he required

Ameers stipulated as the condition of their signing the proposed Treaty. Major Outram, the British Commissioner, had no power to re-open this subject. At last, on 14th February, the Ameers, except Nusseer Khan of Kheirpore, signed the Treaty (No. CXLIV.), leaving Meer Rustum Ali's rights to future investigation. Next day the residence of Major Outram was attacked by 8,000 of the troops of the Ameers. After a most gallant defence the escort made their way to the main army. The battles of Meanee and Dubba subjected the whole of Sind to the British Government, with the exception of the possessions of Ali Murad, who was established as Chief of Kheirpore in the territories which belonged to Meer Rustum, both by inheritance and in right of the Turban, as well as in the lands of which he himself stood rightfully possessed at the time of the conquest.

that I would agree to four Articles, after which he would give over to me in writing the whole country. These Articles, after which he would give over to me in writing the whole country. These Articles are as follows:—

ARTICLE 1.

That the country north of Roree, according to the proclamation, belongs to the British.

ARTICLE 2.

The country belonging to the sons of Meer Mobarik Khan.

ARTICLE 3.

The country belonging to the sons of Meer Rustum Khan.

ARTICLE 4.

My (that is, Meer Rustum's) expenses.

I consented to the above Articles, taking upon myself the whole responsibility. I do now declare, giving the same in writing, that if the British Government remonstrate with Meer Rustum Khan and demand why he made over the country north of Roree to Meer Ali Murad, I will be answerable and satisfy the English Government. If they demand the country, I will give it up, but I will not allow Meer Rustum Khan to suffer one word of annoyance. To the sons of Meer Rustum Khan, whom I look upon as my own brothers, I will restore their jaghires; I will in no way depart from this. To take one span of their lands is unlawful. I have no claim whatsoever to their jaghires; it is their right, and their right they shall receive. The country belonging to the sons of Meer Mobarik Khan should I not take, the British Government will, I will, therefore, now appropriate their country, which I will afterwards make over to them. I have no claim whatever on their country; one single span of their country in my possession would be unlawful; the country is their right, and their right they shall receive. As for Meer Rustum Khan, his family, servants, male and female slaves, I will provide for all either in land or in money; nothing shall be deficient. I will serve him as he wishes. These Articles I have written out in the form of a Treaty that hereafter they may remain as proof, and that no differences may occur, God is my witness.

*Dated the 16th Zilcadah 1258, A.D. 19th December 1842.*

*Postscript.*—Meer Rustum Khan to retain possession of Kheirpore for life.

*Dated as above.*

Confirmed.

<p>Meer Ali Murad's Seal.</p>
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As all the territory of Sind, with the exception of the portion to be continued to Meer Ali Murad, was confiscated by the British Government, it of course became Meer Ali Murad's interest to establish his right to as large a portion of the lands of Kheirpore as possible. To effect this he attempted to alter that clause of the Treaty of Nownahar, which conferred on him two villages belonging to Meer Nusseer Khan, in such a manner as to secure for himself large districts of the same name\*instead of insignificant villages. In doing so the leaf of the Koran on which the Treaty was written became spoiled. The leaf was therefore extracted and the Treaty was written on a fresh leaf in such a way as to suit Meer Ali Murad's purpose. This fraud was clearly established by a Commission, which met in 1850 to investigate the matter, and as a punishment for it Ali Murad was degraded from the rank of Raees of Kheirpore, and deprived of all his territories, except those which he inherited under his father's will.

Meer Ali Murad Khan is sixty-one years of age. In 1866 he was assured by Sunnud (No. XXXIX.) that any succession to his State, which might be in conformity with Mahomedan law, would be respected. He enjoys first class jurisdiction, having power to try for capital offences any persons except British subjects. He receives a salute of fifteen guns.

The area of Kheirpore is 6,109 square miles. The revenue is collected in kind, the ruling Meer receiving one-third which is estimated at Rupees 4,53,500; about one-third of this amount however is alienated in jaghires to the members of Ali Murad Khan's family. The population is estimated at 127,000 souls.

After the conquest the deposed Ameers were removed from Sind and pensions were granted them by the British Government. With the exception of Meer Sher Mahomed, of Meerpore, all are dead; but their descendants continue to receive liberal pensions. Most of the members of the Talpore family have been permitted to return to Sind. The pensions at present drawn by the different members of the family amount to Rupees 2,54,411-15, viz. :—

		<i>Rs.</i>	<i>a.</i>	<i>p.</i>
The Hyderabad family	...	1,61,385	15	0
The Kheirpore family	...	33,926	0	0
The Meerpore family	...	59,100	0	0
Total Rs.	...	2,54,411	15	0





## No. CXXX.

PERWANNAS, &amp;c., from the PRINCE of SINDH in 1758.

No. 1.—COPY (attested by CODJEE MAHOMED YAYA) of the Perwannah from GHOLAM SHAH ABASSIE, dated the 22nd September 1758.

Be it known to all commanders, officers, fuqueers, farmers, and inhabitants of Durat, Laree-bunder, Aurunga-bunder, Garranchere Darajah, Chavatra Massotic, Nakass, Barbundie, Galabajar, Agur, Goozer Rajah Gunt, Johibar, Sarkar Chachagom, Charcarhallow, Nassepore, Holcandy, Sarkar Soviston, Coodabage, Sarkar Nohorey Abey, &c., places belonging to Sircar, that Mr. Sumption, gomastah belonging to the Honorable English Company, informed me here that on all the goods he purchases and sends for the Honourable Company to Bombay he pays no more than one and a half per cent. customs on the market price, which I hereby confirm, and order that no more than that custom may be received of him as usual, but on all Europe goods which shall be sent from Bombay for Coodabage, Larce, Multon, &c., half of what customs, &c., charges (such as passports, convoy, lodging, Duan Towff, Canah, &c.) the Multon merchants pay; and should there be such goods as the Multuny never carry, and be it possible to know the customs and charges on them, they (the English) are to pay half of what any of the considerable merchants used to pay on the same; but nobody is to demand any thing more. And the same customs, &c., as are above mentioned they are to pay on the hing, indigo, &c., goods which they never bought before; and they are also to pay one and a half per cent. customs on the saltpetre, be it bought by themselves or by anybody for them in the Sircar's place, or anywhere else; but no officers, farmers, &c., are to demand any thing more from them, but let them carry on their trade unmolested. And I further order that should their goods not be disposed of and they want to carry them back, no customs shall be demanded thereon, nor on any provisions which Mr. Sumption shall send from any place on board their ships for their maintenance. They are also not to demand any thing for their gardens, nor in any shape molest their gardeners, boats, vessels, &c., or send them on any Sircar's business; and it is also ordered that their chests of linen may not be opened, or the least hindrance shown them in passing and repassing, it being contrary to our rules; and in short, no one shall presume to make any new customs to their prejudice, or in any shape put any affront on them or their people. They have also free liberty to provide any sort of grain, and sell the same and any European goods at any rate they please. The customs on the dubbers of ghec, oil, &c., as also on the chests and pots of goods, are to be charged conformable to the weight they put on each dubber, chest, or pot, without weighing them again; and the customs on the elephants' teeth are to be received on the amount of sale when they are sold. And should Mr. Sumption either buy or build a house or warehouse at Aurunga Bunder or at Tatta, my said people are to give him all the assistance they can, that it may cost him only a reasonable price, and he is to have all the encouragement for carrying on his trade, as it will be an advantage to the government; but no other Englishman shall have a house or any encouragement. And as it is

very necessary that I should encourage and please the English, I hereby order that an entire compliance may be shown to this without demanding any new order every year.

No. 2.—TRANSLATION of GHOLAM SHAH, PRINCE of SINDH's Perwannah, for the HONOURABLE COMPANY's customs, privileges, &c., at Sindh, dated 22nd September 1758.

To all Fuqueers (a term for the Scroys, or people of the Prince's caste, inhabitants of the upper part of the country), Direddars, Muttaseddees that are at present or shall in future come into offices of the customs, whether under the sovereign power, or farmed out at the Dirt or (Tatta custom-house), Lareebunder, Aurunga-bunder, Garranchere Darajah, Chavatra Massotie Nakass, Barbundie, Galabajar (or grain custom-house), Agur, Guzer Rajah Gunt, Johibar, Sarkar Cachlon Charcarhallow (names of countries), Sarkar Nasseepore, Holcandy, Sarkar Sovistan, Coodabage Ruree, and all other places within my dominions: Know ye (or observe) that the wealthy, true, faithful, and friendly Mr. Sumption, English Agent here, has made application or requested that the honourable, great, noble, and highly esteemed English Company of India and Bombay may, on whatever trade or merchandize they transact goods, import or export, buy or sell, pay only one and a half per cent. customs on the valuation of the real price of the place, which I have condescended to and hereby grant; furthermore, that the gomastah (or agent) for the said Honourable Company of India may have the privilege, on whatever goods he imports from abroad, and chooses to export up the country to Coodabad Ruree, Multon, &c., to receive a putta (or permit), and whatever goods he may purchase there or above, to pay only the abovementioned customs; and of the Lauvasma (or customary charges) on the putta goods, such as Rawdarree, Deradarree, Munket, Nut, Furhutt, Nungana, Dusturehoy Duana, Moota, at Coodabad, Circarwarry, Donnee, and other Nosem, Kalsay Duana Pesheharry, Joub Khanna, &c., the half only of what paid by the Company of Multon merchants, which is required to be duly observed, and at any place, or wherever there be not a settled custom on the Multon merchants, the half only of what is paid by others, the greatest or principal merchants, and at your peril not to ask, demand, or receive more; and if the aforesaid Agent should purchase, bring down, and export out of the country, from Tatta, hing, indigo, or any other goods which he may not formerly have dealt in, or hath a settled custom for, to receive only the abovementioned customs and rates by the Custom-master, Duanna, &c., as aforesaid, and more (on no terms) to ask or demand. And furthermore, if the above said gomastah or agent should, in any part within the extent of my dominions, of himself extract or purchase from others saltpetre, the customs on the true valuation, at the price of the place, with all customary charges included, I have settled and affixed thereon, *viz.*, in whatever place, within my government or dominions, that he may extract or purchase, to receive on it, in that place only, the above said custom

of one and a half per cent.; and that my Muttaseddees, Custom-masters, Diredars, Radawrs, Guzervans do not, on any pretence of customs or customary rights, customs on boats, Moressor or Misserec on ditto boats, Chitts, or other usual customs, in no place within my territories, give any impediment to them; but the above said gomastah may, without trouble and in a satisfactory manner, carry on and transact his business without molestation; and that no other person may be permitted to export the aforesaid commodity, and that whatever goods he may import here and not meet a sale for, if he, sooner or later, first or last, export them again, by no means to demand any customs, charges, &c., or give any impediment to their exportation.

And at the time of their ship's arrival at any of my bunders (or ports), if they should purchase provisions for the English and lascars of their ships, such as bullocks, cows, goats, sheep, or other necessaries, at Tatta, or from out of the country, and export in ships, on no terms to ask, demand, receive, or give the least trouble concerning customs thereon. Furthermore, for customs or other customary dues on the English garden, which they may keep for their pleasure, to give no trouble, or make any demands thereon, nor let their gardener be subject to be pressed or molested on any occasion, as you are to observe I hereby exempt them therefrom; and the chests of wearing clothes of the English, and other necessaries they may bring or carry with them, you are on no terms to give them trouble about opening, or demand the sight of, on any pretence whatever.

And for customs of Morce, Misserec, &c., on their boat they may hire or keep to go to and fro in, not to ask or make any demand on; and on their servants, and those under their protection, by no means to receive or give them any trouble, on account of head-money, or other dues of any kind, received from my subjects, or for any other new customs or demands that may arise or be collected in my country.

And for any Nirkana (customs on rice) or leave of carrying to their house of grain, sold in Tatta of Nungana, on cotton imported from abroad, to make no demand or give any trouble thereon; and for Nungana on ghee or oil, agreeable to the custom or maund, for a dubber, to make account as usual and receive the customary dues; and whether it is put in small buttaroos or larger jocks, or in other vessels (larger or smaller) to make account on the customs of maunds, eight maunds per dubber; and on the Lauvasma, or customs on the sale of elephants' teeth, to receive, when sold, the usual custom of nine per cent. paid by the buyer and no more.

And if the aforesaid gomastah (or agent) should, at Tatta or Aurungabunder, choose to buy or build a house for a factory, do you give him all the assistance, to the utmost of your power, to assist and forward him therein, and at the least expense, that may settle in my country, in a strong secure factory, to their satisfaction, so as to trade with spirit and without apprehension, to the increase of revenues and advantage of my country; and that no other Englishmen be permitted those favours; and that they may at pleasure, and without control, receive the customary dues and privileges of their factories. As the bestowing favours and continuing friendship with the

English is desirable in my presence, therefore insist that due regard (in every respect) be paid to the above Sunnud, and no demand made for new ones.

*Dated at Ahmedabad, in Sindh, 18th Maharim, 1172 of the Hegira, or September 22nd, 1758.*

No. 3.—LETTER from GHOLAM SHAH, PRINCE of SINDH, to MR. ROBERT SUMPTION, dated 11th December 1758.

I now inform you that I am arrived with all my forces in the fort of Shah-bunder, and have determined to collect no customs (not even a single pice) on the goods that any King's merchants may bring to Shah-bunder, but on all exported from hence they are to pay the usual customs. You may be sure of this my determination, and import goods from any parts to trade here.

I hope you will soon send your man here to choose a place for building a house or factory.

No. 4.—ORDER from GHOLAM SHAH, PRINCE of SINDH, to his Metah Coostandas, dated 18th December 1758, and attested under the Codjee's Seal.

You are hereby ordered not to demand any customs on the goods which Mr. Sumption may import, and likewise to let him have any place which he may choose for building a factory on. Give him all the assistance in your power, and be a friend to him, that he may think himself at liberty in carrying on his trade for the good of the port.

No. 5.—COPY (attested under CODJEE MAHOMED YAYA's Seal) of the Perwannah from GHOLAM SHAH ABASSIE, dated 18th Maharim, or 22nd September 1758.

Be it known to all commanders, officers, farmers, and inhabitants of Durat Laree-bunder, Aurunga-bunder, Garranchere Daraja, Chavatra Massotie, Nakass, Barbundie, Galabajar, Goozer, Rajah Gunt, Johibar, Sarkar Chachlon Charcarhallow, Sarkar Nassepore, Holcandy, Sarkar Soviston, Coodabage, Sarkar Lorah, &c., places belonging to Sarkar, that Mr. Sumption, gomastah, or agent, did, for and in behalf of the Governor belonging to the English Company of India and Bombay, inform here that on all the goods he purchases and sells for the Honourable Company he pays no more than one and a half per cent. customs on the market price, which I hereby confirm, and order that no more than that custom may be received of him as usual; but on all Europe goods which may be sent from Bombay here and hence to Coodabage, Laree, Multon, &c., or any brought from thence, they are to pay on the same half of what

customs and charges (such as passports, convoy, lodging, duan towff, canah, choukey, &c.) the Multon merchants pay; and should there be such goods as the Multon never carry, and it be impossible to know the customs and charges on them, they (the English) are to pay half of what any of the considerable merchants pay on the same, but nobody is to demand any thing more; and the same customs, &c., as are above mentioned they are to pay on the hing, indigo, &c., goods which they never bought before; and they are also to pay one and a half per cent. customs on the saltpetre, be it bought by themselves or by anybody for them in Sircar's place or anywhere else; but no officers, farmers, &c., are to demand any thing more from them, but let them carry on their trade unmolested; and the above-mentioned goods nobody else shall have liberty to buy. And I further order that should their goods not be disposed of, and they want to carry them back, no custom shall be demanded on them, nor on any provisions which they may provide at Tatta, &c., places, to send on board their ships for their maintenance. They are also not to demand anything for their gardens, nor in any shape molest their gardeners, boats, vessels, &c., conveyances, or send them on any Sircar's business; and it is also ordered that their chests of linen may not be opened, or the least hindrance shown them in passing and repassing, it being contrary to our rules; and in short, no one must presume to make any new customs to their prejudice, by any former rules or rates, or in any shape put any affront on them and their people. They have also free liberty to provide any sort of grain, and sell the same and any Europe goods at any rate they please. The customs on the dubburs of ghee, oil, &c., as also on the chests and pots of goods, are to be charged conformable to the weight they put on each dubber, chest, or pot, without weighing them again; the customs on elephants' teeth are to be received on the amount of sale, when sold, at the same rate as was usual in the time of the Prince Mahomed Murad; and should the Governor either buy or build a house for a factory at Aurunga-bunder or at Tatta, my said people are to give him all the assistance, that it may cost him a reasonable price; and he is to have all encouragement for carrying on his trade, as it will be an advantage to the government; but no other nation that wear hats shall have permission for it; and as it is very necessary that I should encourage and please the English, I hereby order that an entire compliance may be shown to this without demanding any new order every year.

## No. CXXXI.

Three perwannahs from the PRINCE of SINDH, 1761.

A PERWANNAH granted by GOLAM SHAH, PRINCE of SINDH, on the 22nd April 1761.

Be it known to all Fuqueers, Governors, or other officers, who now are or hereafter may be in authority in the department of customs or farms at Tatta, Shah-bunder, Aurunga-bunder, Carranchere or Darajah, the customs on cattle, &c., called Nekass, package, grain, Bazar customs on leather, and the Gott Chuabar, the Sircar of Cachlon and Charcarhallow, the Sircar of Nassecpore, &c. Holcandy, the Sircar of Sevastan, Coodabad Ruree, and all other places

within our dominions, that the noble Mr. Erskine, an Englishman, and Resident for affairs of the potent, magnificent, and Honourable English Company in Sindh, being come to our court for the more firmly establishing the factory of his superiors, has requested, and we have, on account of the strict friendship subsisting between us and the said Honourable Company, granted, and do hereby particularly order that besides the English, no other Europeans shall either import or export goods or merchandize, or come and go upon that account within the dominions of Sindh, or the Soubah of Tatta and Buchor, or any other of the bunders under our authority.

Whatever goods or merchandize belonging to the said factory or its dependants shall be imported at any of the bunders are to be exempted from paying any import customs, agreeable to our former grants, and therefore none are to be demanded. If they carry goods either from the bunders to Tatta, up-country, on paying the customs they did formerly, certificates must be given them, and nothing further is to be demanded, on any account, that they may carry on their trade with ease and satisfaction. Whatever goods they may export from any of the bunders they are to pay one and a half per cent. agreeable to our former perwannah; or if goods are purchased by them and exported from Tatta, they are to pay such customs as were before usual, and nothing further is to be demanded. No other merchant but the aforesaid Resident is to purchase for exportation any of the saltpetre that may be produced in Scindly, or within our dominions; or if they purchase and export this article, they shall be punished in such a manner as shall deter them for ever again interfering in that trade. Whatever saltpetre the aforesaid Company's Resident shall either extract in any part of our dominions, or purchase of other merchants, and refine, the custom farmers, at such places, shall receive the customs thereon as formerly, that the said Company's dependants may carry on this trade to their satisfaction. If they dispatch their own dingees, gallivats, or other vessels to the Bar, after proper precautions, permissions shall be granted, and they meet with no impediment, which is to be strictly observed; or if their said vessels are sent up and down the river on their factory business, and passing under Shah Gurh, or by the guard-vessels, &c., on permission granted, they are not to be stopped, that they may come and go without trouble. Should it happen, which God forbid, that any of their ships, gallivats, boats, &c., should run ashore, or be wrecked, either on our bars, coasts, or without our rivers, our officers in such places are to assist them; and whatever effects may be saved, belonging to such vessels, whether rigging, necessaries belonging to the crew, or other goods, are to be delivered, to the smallest item, to the Resident aforesaid, he paying reasonably for the labour and pains of those who may assist in saving them. Should the aforesaid Resident choose to build a brick house at Shah-bunder, or make a garden for his recreation, or any spot of ground he may like, he is to receive all the assistance possible for doing it quickly; and whatever former Sunnuds they have received are to remain in full force, and not to be objected to or disputed on any account. It being our pleasure to satisfy the said Honourable English Company, therefore the above must be strictly observed, and no new perwannahs demanded.

*Dated the 16th of Ramzan 1174, or 22nd of April 1761.*

PERWANNAH granted by GHOLAM SHAH, PRINCE of SINDH, on the 23rd of April 1761.

Be it known to the officers of the customs, or farmers of the revenues appertaining to the zemindaree of Shah-bunder and Cachrawly that at this time Mr. Erskine, Resident for the Honourable English Company in Sindh, has requested that all their vessels might be exempted from paying the Moree of Rupees 25 on each vessel, formerly paid the Imaum; and we, being willing to grant his request, do therefore exempt all their vessels from paying the said Moree of Rupees 25 on each vessel, and now order you not to demand the same; but if more than the sum of Rupees 25 was formerly paid for each vessel, the overplus is to be recovered.

Let this be strictly observed.

*Dated the 17th of Ramzan 1174, or the 23rd of April A.D. 1761.*

PERWANNAH granted by GHOLAM SHAH, PRINCE of SINDH, on the 22nd of April 1761.

Be it known to all Fuqueers, Governors, and other officers who now are, or hereafter may be, employed or concerned either in the collecting or farming the customs from the sea to Raree, and all other places within our dominions, that Mr. Erskine, Resident of the Honourable English Company's factory in Sindh, and their other servants and dependants, send boats and camels up and down in our dominions, with trade and merchandize: You are, therefore, on seeing this perwannah, not to demand the usual charges of Moree, Misree, or Goozurbanee, or Sooze, and employ them on our business on any pretence whatever; nor is any person belonging to us, on any of the above accounts, to impede or otherwise stop or hinder boats or camels belonging to them, that they may carry on their business without difficulty, and make the customs increase.

Let this be most punctually observed, and no person offer to dispute it.

*Dated the 16th of Ramzan 1174, or the 22nd of April A.D. 1761.*

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No. CXXXII.

Signature  
of the pri-  
vate Secre-  
tary.

Signature of  
the public  
Secretary.

Seal of Meer  
Futteh Ali  
Khan.

Signature  
of the  
Moonshee.

Signature  
of the  
Accountant.

The Collectors and farmers, at this period and hereafter, of the town of Kurrachee, will understand that at this time N. Crow, Englishman, vakeel



of the asylum of valor, wisdom, and intelligence, the Honourable Jonathan Duncan, Governor of Bombay and Surat, on the part of the exalted, noble, powerful, renowned English Company Bahadoor, has arrived at our presence and requested the establishment of a commercial factory in the town of Kurrahee, and the adjustment of customs on merchandize, export and import to and from foreign ports, and purchases and sales in the territories of Sindh, and other exportations and importations. For the sake, therefore, of the friendship of the English Company, one-third in the articles of customs only shall be remitted in the collections of duties on the trade of the English factory, and all the fees levied as usual with the other merchants. It is commanded that you forego, then, in levying duties on the trade of the English factory, one-third in the article of customs only, collecting all the regulated fees, as usual, amongst the merchants, in order that the agents of the English may with confidence labour to increase our customs and their own trade. On account of weight or measure of their goods, or the inspection of trunks of the Resident's baggage, no molestation must be offered, but his invoice and word be taken. The duties on provisions and articles of consumption of the English and the crews of their ships, and the fee of Moree on their ships, vessels, and dingies, to be regulated by the custom in use amongst other merchants. If by accident any ship or dingey belonging to the English coming or going with cargo to or from Sindh should be stranded or sunk on the coast of Kurrahee, the best assistance is to be rendered towards recovering her, and she must without hesitation be delivered up, the English Resident discharging the expense of labourers. The dependants of the Resident are not to be pressed on government service, nor compelled to purchase government property. A spot of ground for a country house to the English factory, and four beegahs of ground for a garden, outside of the fort of Kurrahee, are given to the Resident with exemption from land or fee tax, and it is commanded that they be delivered to him wherever he may prefer, there being no inhabitants nor claims of possessions; towards building the house you will afford assistance, the English Resident paying the expences. Maistre Suchanund, Collector for the time being, will levy customs on the merchandize of the English and the importations of their ships according to the above written, the garden excepted, and all other fees he will remember agreeably to the purport of this, which is preceptory.

*Dated 16th Rubeel-ul-Awul in the year of the Hegira 1214 the 18th of August 1799 of the Christian era.*

It is repeated that the customs and fees are to be levied in correspondence with the established rates of import underneath detailed.

Customs and fees on all exportations and importations by sea :—

*Customs.*

Rupees 3 and  $\frac{1}{4}$  per cent. on the market price of imports; Rupees 2 per cent. on the amount purchase of exports (one-third excused in this article of customs only).

Luwazime Gutree Rupees 18 on every bale of Tatta piece goods exported.

Moree upon vessels of all burdens; Rupees 2-3·75 arriving, Rupees 2-1·75 departing.

Khirkwara upon wheat, rice, jowaree; Rupees 2-2 the Rhinwar imported or exported; upon barley and paddy Rupee 1-1; the Rhinwar upon white grain Rupee 1-3.

#### *Fees.*

Moajdurea one pice upon every Rupee in the amount of customs.

Foujdaree Rupee 1 qr. 2 rs. 4 per cent. in the amount purchase.

Customs and fees on all importations and exportations by land.

Customs and fees upon all dealings with the Putan merchants.

#### *Customs.*

Rupees 3-1 per cent. upon sales and purchases (not excused).

#### *Fees.*

Booratun Rupee 1 per cent. upon sales and purchases; Moajdurea 1 pice on every Rupee amount customs; nut 2 pice and  $\frac{1}{2}$  on every camel load.

Customs of Kurrachee upon all dealings of other merchants Rupees 4 and  $\frac{1}{2}$  per cent. on all; value of imports above Rupees 4, 3 pice on every Rupee; value below that sum, Rupees 2 per cent. on the market price of exports.

(These are the rates on all articles, but grain, excused.)

#### *Fees.*

Booratun Rupee 1 per cent. on the market price of all imports or exports.

Nut 1 anna and  $\frac{1}{2}$  on every camel-load of grain coming or going; 2 pice and  $\frac{1}{2}$  on every camel-load of other goods coming or going; Moajdurea 1 pice on every Rupee amount customs.

Dhurtoya 1 seer and  $\frac{1}{2}$  and 2 annas' weight on each Rhinwar of grain if brought from the country and immediately laden on boats; Choongee 24 seers on each Rhinwar, in the same circumstances.

#### *Rates.*

##### *Rates of duty on distinct articles.*

Upon every camel-load of indigo brought from Khorassan to be exported, if large, Rupees 22, if small, Rupees 15.

Upon assafœtida brought from Khorassan to be exported, Rupees 14 per 8 maunds.

Upon all articles besides those brought from up the country and immediately exported, Rupees 2 per cent. (not excused.)

*Fees.*

Upon lead and iron, if purchased in Kurrachee and sent abroad, a fee to the Collector of Rupee 1 on each maund of lead, and on each maund of iron annas 8.

Signature  
of the Private  
Secretary.

Signature  
of the Public  
Secretary.

Seal of Meer  
Futteh  
Ali Khan.

Signature  
of the  
Moonshee.

Signature  
of the  
Accountant.

The Jaghiredars, Patels, Magistrates, Collectors, and Farmers, at this period and hereafter, of the city of Tatta and of Shah-bunder in Sindh and in Lar, the dominions of the State, will understand that at this time N. Crow, Englishman, vakcel of the asylum of valor, wisdom, dignity, and intelligence, the Honourable Jonathan Duncan, Governor of Bombay and Surat, on the part of the noble, powerful, exalted, magnificent Company Bahadoor, the seat of splendor, strength, and excellence, has reached our presence and requested an adjustment and settlement of affairs of commerce for the factory of his patrons. Intent, therefore, upon maintaining the friendship of the above-mentioned illustrious Company, we have directed an arrangement for the collection of customs upon merchandize, export and import, to and from foreign countries and ports, and sales and purchases in the dependencies of Sindh under our sovereignty. It is commanded that the collection of customs upon goods of commerce, export and import, to and from other countries and ports, and purchases and sales in the territories of our government, be made according to the duties subjoined, as in the time of the deceased Prince Gholam Shah Ruthora, and no further exaction be exercised, and besides the English Resident no other person of the European nations shall be allowed to pass, repass, or trade. On the article of saltpetre, liquid and crystallized, whenever in the territories of the State the English may choose to manufacture it, the customs are to be collected the same as during the reign of Meer Gholam Shah Ruthora; four beegahs of garden ground to be exempted from land or fee tax. Also the dulol, moody, washerman, miller, carpenter, bricklayer, and shroff, dependent on the factory, are, according to the custom of the aforementioned reign, to be considered privileged, and not to be pressed on government service, nor compelled to purchase government property, that the agents of the English may with confidence and tranquillity be industrious in the increase of their trade and our customs. On account of weight or measure of goods and the inspection of trunks and the Resident's clothes and baggage, no molestation shall be offered, but his invoice and word be accepted

towards the building of any new factory of the English, every assistance must be given, and the hire of the labourers be paid by the English agent. In respect to demands on articles of consumption and apparel of the English and the crews of their ships, and the fee Moree on ships, boats and dingies, the rules of Meer Gholam Shah's reign are to be observed. If by accident any ship or boat or dingey, belonging to the English, coming or going with goods to or from the factory in Sindh, should either on the sea coast or in the river be stranded or sunk, every assistance towards recovering her must be given that she may be returned, and all expenses of labour must be discharged by the Resident of the English. On whatever goods of the English factory, from their countries, which not finding sale may be returned, the customs are to be regulated by the usage in force in the time of Gholam Shah Ruthora; no variation nor condition must be adopted.

Account of duties on all goods at Tatta, agreeably to the usage in the reign of Meer Gholam Shah Ruthora, according to the report of established imposts, signed by Sheikh Beg Mahomed and Ensar Doss, former Collectors at that place.

Munzillans from 500 to 200 maunds' weight of goods brought from Shah-bunder to Tatta Ghaut, Tatta Rupees 106; from 300 to 600 maunds, Tatta Rupees 81; from 100 to 300 maunds, Tatta Rupees 56, under 100 maunds 5 annas per maund if brought by water, and 2 annas per maund if by land. Koot, assafœtida, shawls, and northern piece goods, imported or exported, Rupee 1 and  $\frac{1}{2}$  Tatta price on the valuation in Chutney Rupees.

Woollens brought from Shah-bunder to pay 8 annas per maund.

On purchase of piece goods in Tatta sent to Shah-bunder or any of the dependencies of Sindh, the customs to be according to the usage of Gholam Shah Ruthora, or by the collections of Sheikh Hussein Zaradar, and fees of appraisement agreeably to the custom of other merchants.

Customs of the mint on stamping copper coins, Rupees 6 Chutney per maund.

On the valuation of ivory in Chutney Rupees, 9 Tatta Rupees per cent. to be collected from the purchaser.

Customs upon grain of the first sort, 12 annas per Rhinwar, and Wukia Nigarie, 12 annas per 300 Rhinwars; on the second sort, 6 annas per Rhinwar, and Wukia Nigarie 12 annas per 300 Rhinwars; grain purchased in Tatta and exported, Tatta Rupees 3 duty upon each Rhinwar, and the fee of bales, Rupees 2 and  $\frac{1}{4}$ , and Choongee from each Rhinwar 3 Togas.

Fees of permission to purchase grain and to export it to Shah-bunder, Tatta Rupee 1 and  $\frac{1}{2}$  per Rhinwar on the first sort, and 12 annas per Rhinwar on the second sort.

Chitty, Seelamuty, and Manzillanee fees of passing and shipping, according to the practice in force among other merchants; small grain exported to Shah-bunder to pay Rupees 4 Chutney per cent. valuation.

Customs upon imported goods to be levied from the English at Rupee 1 and  $\frac{1}{2}$  Chutney per cent. on the valuation.

Customs upon saltpetre, liquid and crystallized, Rupee 1 and  $\frac{1}{2}$  Tatta per cent. valuation.

Fees on boats laden with goods brought from abroad, at Tatta Rupee 1 and 38 pice in full.

Moree upon hired boats to be levied from the owners, according to the custom of the country, and Tatta Rupee 1 upon those the property of the English.

Customs upon camels, horses, oxen, and other animals, Rupees 5 annas 12 per cent. valuation in full of all fees.

Customs upon burned and lacquered ware, as trays, boxes, &c., Tatta Rupee  $1\frac{1}{2}$  per cent. valuation.

Imports upon dried and green fruits, vegetables, pickles, &c., half the usual rates paid by the subjects of the country.

On hay purchased, Rupee 1 Chutney per 16 bundles; Rupee 1 upon eight loads of wood; Rupee 1 soortee upon 6 maunds chunam; and annas 2 per maund on lime burnt at home.

Gum produced in the garden to be sold to the Ziecadur on the same terms as by the husbandmen.

Customs upon timber used in building to be half what is established; Chobar and Rumbeybuney fees Tatta Rupee 1 upon every boat-load of goods coming and going, and Noree upon every hired boat according to custom.

Dutolles upon jukt goods annas 12 Chutney per cent.

Roosum Canoongo fees:—Water carriage from 500 to 2,000 maunds, Tatta Rupees 4; from 300 to 500 maunds, Rupees 3; from 100 to 300 maunds, Rupees 2 and  $\frac{1}{2}$ ; Thokas, Barbundy, and Chobar, according to the rules in force during the time of Gholam Shah, upon all amounts under Rupees 100, Chutney pice 3 per Rupee, Goozur Swijee. The writer who could have given information on this head is dead. The customs of Meer Gholam Shah Ruthora to be levied, besides which, the fee of equipment upon goods that formerly the Nukeemys used to receive as a kind of charity from the English factory in the time of the Collectorship of Chundy Ram is now comprised in the revenues of Government and is at its disposal.

Account of customs at Shah-bunder, in the pergunnah of Rukahj, according to the usage in the time of Gholam Shah Ruthora, as by copy of the established rates signed and sealed by Sheikh Beg Mahomed and Ensar Doss, former Ziecadurs.

Imports from sea which in the time of Mahomed Murad-ul Khan were subjected to customs and excused by Meer Gholam Shah, are now likewise excused.

Articles of Tatta exported from Shah-bunder to pay Tatta annas 7 and  $\frac{1}{2}$  per cent. on the invoice purchase turned into Chutney Rupees. Grain and ghee purchased in the pergunnah of Rakrata and exported to pay Tatta Rupee 1 and  $\frac{1}{2}$  per cent.

On articles brought from up the country through Tatta, according to the amount settled there, Tatta Rupee 1 per cent. when exported. Luwazimeh Pymany 1 Tryah upon each Rhinwar; ubwant ivory Tatta annas 12 upon 80 Rhinwar; ubwant Mulsulmany Tatta anna 1 each Rhinwar; Tatta annas 11 on every bundle of hides exported.

Luwazimeh Choongee 1 Nud on every 100 maunds of Chunnea exported, annas 12 per cent. on the sale of ivory valued in Tatta Rupees.

*Customs upon goods imported, which may afterwards be sent from the factory by land or water to Tatta.*

Tatta Rupees 11 annas 7 on boat-loads above 100 maunds; Tatta annas 2 per maund land carriage. Upon grain purchased in Rakrala and sent to Tatta, 20 pice per Rhinwar of the first sort, and 5 pice on the second sort, and Pymany 1 Tryah on each Rhinwar.

Customs of the zemindarce of Shah-bunder, according to the ancient rule in the time of Jam Dussir as above mentioned; Tatta Rupee 1 and  $\frac{1}{4}$  per cent. on all exports according to the English invoice, and annas 12 on imports.

Luwazimeh Munzillana, each boat Tatta Rupees 24, and 1 quarter 1 anna per maund land carriage; ivory sent up the country to Nascerpore and Hutty Kandy, annas 10 per cent. Tatta Rupees valuation. The Canoongo customs of Rakrala, according to the present usage.

Luwazimeh ivory, Tatta Rupee 1 and  $\frac{1}{2}$  upon 80 Rhinwars, exported or imported, of 8 maunds' weight, or else Rupees 100 per value each Rhinwar.

Luwazimeh Mulsulmany,  $\frac{1}{2}$  an anna each Rhinwar.

As all the established rates of the reign of Meer Gholam Shah Ruthora are not to be found, the customs to be collected in all places in Sindh and Far, under the jurisdiction of the State, must be conformable to the copy of a perwannah of that time in their (the English) possession, namely, Tatta Rupee 1 and  $\frac{1}{2}$  per cent. customs and half the usual fees. Maitre Chundy Ram, Custom-master of Tatta and Shah-bunder, and Far Umul and Nan Umul, Collectors of Sindh and Lar, will act conformably to this without deviation or contradiction.

*Dated 21st of Rulba-ool-Awul in the year of the Hegira 1214, or the 23rd of August of the Christian era.*

By imperial command the purport of this Sunnud is to be observed from the date thereof.

Seal of the  
Prince Meer  
Futteh Ali  
Khan.

Smaller  
Seal of the  
Prince.

The collectors and farmers, at the present time and hereafter, of the town of Kurrachee, will understand that Mr. Crow, Englishman, vakeel of

the asylum of valour, wisdom, and intelligence, the Honourable Jonathan Duncan, Governor of Bombay and Surat, on the part of the exalted, renowned, and powerful English East India Company, has had the honour of rendering himself at our presence, and having by his fidelity, attention, and attachment cemented the union and friendship of the two governments, we have therefore, out of our gracious favour and particular regard to the satisfaction and convenience of the illustrious Company above mentioned, resolved to remit one-third of the fee of Foujdaree, which is one and a half per cent. on the value of all merchandize, and entirely to excuse the fee of moajdurea, and likewise the fee of moree on all dingees and ships, for two importations of the same vessel in one year: you are by this writing instructed of our having granted these exemptions, and ordered to consider them in effect from the date of this Sunnud, and to act conformably.

Two-thirds of the fee of the Foujdaree and two-thirds of the Customs according to our former Sunnud, you will not fail to recover and to carry to account.

*Dated the 17th of Leckyde 1214 of the Hegira, or 12th of April 1800 of the Christian era.*

Issued from the presence.

Seal of the  
Prince Meer  
Futteh Ali  
Khan.

The killedars and officers of the town of Kurrachee will understand that Mr. Crow, Englishman, being ranked by us amongst our sincere and faithful adherents, therefore, out of regard to him and respect to his patrons, we hereby direct that if he pass in or out of the gates of the fort with arms, you do not on that account offer him any molestation or hindrance, but in all your behaviour observe kindness and cordiality; you will consider this command peremptory.

*Dated the 19th of Leckyde, or the 14th of April 1800.*

### No. CXXXIII.

TREATY with the AMEERS of SINDH, August 22nd, 1809.

Seal of His  
Highness  
Meer Gholam  
Ali.

#### ARTICLE 1.

There shall be eternal friendship between the British Government and that of Sindh, namely, Meer Gholam Ali, Meer Kurreem Ali, and Meer Murad Ali.

## ARTICLE 2.

Enmity shall never appear between the two States.

## ARTICLE 3.

The mutual despatch of the vakeels of both governments, namely, the British Government and Scindhian government, shall always continue.

## ARTICLE 4.

The government of Sindh will not allow the establishment of the tribe of the French in Sindh.

*Written on the 10th of the month of Rujeeb-ool-Moorujub, in the year of the Hegira 1224, corresponding with the 22nd of August 1809.*

(Sd.) MINTO.

Ratified by the Right Honourable the Governor General at Fort St. George, the 16th of November 1809.

Seal.

(Sd.) N. B. EDMONSTONE,  
Secretary.

## No. CXXXIV.

TREATY between the HONOURABLE EAST INDIA COMPANY on the one hand and the AMEERS of SINDH on the other, November 9th, 1820.

The British Government and the government of Sindh having in view to guard against the occurrence of frontier disputes, and to strengthen the friendship already subsisting between the two States, Meer Ismael Shah was invested with full power to treat with the Honourable the Governor of Bombay, and the following Articles were agreed on between the two parties :—

## ARTICLE 1.

There shall be perpetual friendship between the British Government on the one hand and Meer Kurreem Ali and Meer Murad Ali on the other.

## ARTICLE 2.

Mutual intercourse by means of vakeels shall always continue between the two governments.

## ARTICLE 3.

The Ameers of Sindh engage not to permit any European or American to settle in their dominions. If any of the subjects of either of the two States should establish their residence in the dominions of the other, and



should conduct themselves in an orderly and peaceable manner in the territory to which they may emigrate, they will be allowed to remain in that situation; but if such fugitives shall be guilty of any disturbance or commotion, it will be incumbent on the local authority to take the offenders into custody, and punish or compel them to quit the country.

#### ARTICLE 4.

The Ameers of Sindh engage to restrain the depredations of the Khoosas, and all other tribes and individuals within their limits, and to prevent the occurrence of any inroad into the British dominions.

Seal of the  
Honourable  
East India  
Company.

*Bombay, 9th November 1820.*

(Sd.) M. ELPHINSTONE.

In the name of the Merciful God. This is the Treaty which I, Meer Ismael Shah, vakeel of Shah Meer Kureem Ali Khan Rookn-ood-dowla and Meer Shah Murad Ali Khan Ameer-ood-dowla, concluded with Mr. Elphinstone, Governor of the populous port of Bombay, on Thursday, in the month of Suffer 1236 Hegira. If it pleases God, there will be no difference to a hair's breadth.

Seal of  
Ismael Shah.

*Note.*—The foregoing Treaty was approved by the Supreme Government on the 10th February 1821.

#### No. CXXXV.

##### TREATY with MEER ROOSTUM KHAN, CHIEF of KHEIRPORE.

A Treaty, consisting of four Articles, having been concluded on the 2nd Zeekad 1247 A.H., corresponding with the 4th April 1832, between the Honourable East India Company and Meer Roostum Khan, Talpore, Bahadoor, Chief of Kheirpore, in Sindh, through the agency of Lieutenant-Colonel Henry Pottinger, envoy on the part of the British Government, acting under the authority vested in him by the Right Honourable Lord William Cavendish Bentinck, G.C.B. and G.C.H., Governor General of the British possessions in India, this engagement has been given in writing at Simla, this day

the 19th June 1832, both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains in the manner following:—

ARTICLE 1.

There shall be eternal friendship between the two States.

ARTICLE 2.

The two contracting powers mutually bind themselves from generation to generation never to look with the eye of covetousness on the possessions of each other.

ARTICLE 3.

The British Government having recognised the use of the river Indus and the roads of Sindh for the merchants of Hindoostan, &c., the government of Kheirpore agrees to grant the same within its own boundaries, on whatever terms may be settled with the government of Hyderabad, namely, Meer Murad Ali Khan, Talpore.

ARTICLE 4.

The government of Kheirpore agrees to furnish a written statement of just and reasonable duties to be levied on all goods passing under this Treaty, and further promises that traders shall suffer no let or hindrance in transacting their business.

Honourable  
Company's  
Seal.

(Sd.) W. C. BENTINCK.

Governor  
General's  
Seal.

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No. CXXXVI.

TREATY with the GOVERNMENT of HYDERABAD, in SINDH.

A Treaty, consisting of seven Articles, having been concluded on the 18th Zehy 1247 A.H., corresponding with 20th April 1832, between the Honourable East India Company and His Highness Meer Murad Ali Khan, Talpore, Bahadoor, ruler of Hyderabad, in Sindh, through the agency of Lieutenant Colonel Henry Pottinger, envoy on the part of the British Government, acting under the authority vested in him by the Right Honourable Lord William Cavendish Bentick, G.C.B. and G.C.H., Governor General of the British possessions in India, this engagement has been given in writing, at Simla, this day the 19th June 1832, both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains, in the manner following:—

ARTICLE 1.

That the friendship provided for in former Treaties between the British Government and that of Sindh remain unimpaired and binding, and that this

stipulation has received additional efficacy through the medium of Lieutenant Colonel Pottinger, Envoy, &c., so that the firm connecting and close alliance now formed between the said States shall descend to the children and successors of the house of the above-named Meer Murad Ali Khan, principal after principal, from generation to generation.

#### ARTICLE 2.

That the two contracting powers bind themselves never to look with the eye of covetousness on the possessions of each other.

#### ARTICLE 3.

That the British Government has requested a passage for the merchants and traders of Hindoostan by the river and roads of Sindh, by which they may transport their goods and merchandize from one country to another, and the said government of Hyderabad hereby acquiesces in the same request on the three following conditions:—

1st.—That no person shall bring any description of military stores by the above river or roads.

2nd.—That no armed vessels or boats shall come by the said river.

3rd.—That no English merchants shall be allowed to settle in Sindh, but shall come as occasion requires, and having stopped to transact their business, shall return to India.

#### ARTICLE 4.

When merchants shall determine on visiting Sindh, they shall obtain a passport to do so from the British Government, and due intimation of the granting of such passports shall be made to the said government of Hyderabad by the Resident in Kutch, or other officer of the said British Government.

#### ARTICLE 5.

That the government of Hyderabad having fixed certain proper and moderate duties to be levied on merchandize and goods proceeding by the aforesaid routes shall adhere to that scale, and not arbitrarily and despotically either increase or lessen the same, so that the affairs of merchants and traders may be carried on without stop or interruption, and the custom-house officers and farmers of revenue of the Sindh government are to be specially directed to see that they do not delay the said merchants on pretence of awaiting for fresh orders from the government, or in the collection of the duties, and the said government is to promulgate a Tariff or Table of Duties leviable on each kind of goods, as the case may be.

#### ARTICLE 6.

That whatever portions of former Treaties entered into between the two States have not been altered and modified by the present one remain

firm and unaltered, as well as those stipulations now concluded, and by the blessing of God no deviation from them shall ever happen.

ARTICLE 7.

That the friendly intercourse between the two States shall be kept up by the despatch of vakcels whenever the transaction of business, or the increase of the relations of friendship, may render it desirable.

Honourable  
Company's  
Seal.

(Sd.) W. C. BENTINCK.

Governor  
General's  
Seal.

SUPPLEMENTAL to the TREATY with the GOVERNMENT of HYDERABAD, in SINDH.

The following Articles of engagement having been agreed on and settled on the 22nd April 1832 between the Honourable East India Company and His Highness Meer Murad Ali Khan, Talpore, Bahadoor, ruler of Hyderabad, in Sindh, as supplemental to the Treaty concluded, on the 20th April 1832, through the agency of Lieutenant Colonel Henry Pottinger, envoy on the part of the said Honourable East India Company, under full power and authority vested in him by the Right Honourable Lord William Cavendish Bentinck, G.C.B. and G.C.H., Governor General of the British possessions in India, this engagement has been given in writing, at Simla, this day the 19th June 1832, both in English and Persian, in token of the perfect confirmation and acknowledgment of the obligations which it contains, in the manner following:—

ARTICLE 1.

It is inserted in the 5th Article of the Perpetual Treaty that the government of Hyderabad will furnish the British Government with a statement of duties, &c., and after that the officers of the British Government who are versed in affairs of traffic will examine the said statement. Should the statement seem to them to be fair and equitable and agreeable to custom, it will be brought into operation and will be confirmed; but should it appear too high, His Highness Meer Murad Ali Khan, on hearing from the British Government to this effect through Colonel Pottinger, will reduce the said duties.

ARTICLE 2.

It is as clear as noonday that the punishment and suppression of the plunderers of Parkhur, the Thull, &c., is not to be effected by any one government, and as this measure is incumbent on and becoming the States as tending to secure the welfare and happiness of their respective subjects and countries, it is hereby stipulated that on the commencement of the

ensuing rainy season, and of which Meer Murad Ali Kaan shall give due notice, the British, Sindh, and Jodhpore governments shall direct their joint and simultaneous efforts to the above object.

### ARTICLE 3.

The governments of the Honourable East India Company and of Kheirpore, namely, Meer Roostum, have provided, in a Treaty concluded between the States, that whatever may be settled regarding the opening of the Indus at Hyderabad shall be binding on the said contracting powers. It is therefore necessary that copies of the Treaty should be sent by the British and Hyderabad governments to Meer Roostum Khan for his satisfaction and guidance.

Honourable  
Company's  
Seal.

(Sd.) W. C. BENTINCK.

Governor  
General's  
Seal.

### No. CXXXVII.

COMMERCIAL TREATY between the HONOURABLE the EAST INDIA COMPANY and the GOVERNMENT of HYDERABAD, in SINDH, dated 2nd July 1834.

Whereas in the 1st Article of the Supplemental Treaty concluded between the Honourable East India Company and the government of Hyderabad on the 22nd day of April 1832, corresponding with the 20th of Zeekad 1247 Hegira, it was stipulated that the government of Hyderabad was to furnish the British Government with a statement of duties, &c., and "after that the officers of the British Government who are versed in affairs of traffic shall have examined the same statement, should the statement seem to them to be fair and equitable and agreeable to custom, it will be brought into operation and will be confirmed; but should it appear too high, His Highness Meer Murad Ali Khan, on hearing from the British Government to this effect, through Colonel Pottinger, will reduce the said duties." Now according to the terms of the above stipulation, the contracting States having made due inquiry, hereby enter into the following agreement:—

### ARTICLE 1.

In lieu of a duty on goods proceeding up or down the river Indus, in virtue of the 5th Article of the perpetual Treaty of Hyderabad, there shall be levied on the rivers, between the sea and Roopur, a toll on each boat of Tatta Rupees 19 per Tatta khurra, of which amount Rupees 8 shall be receivable by the governments of Hyderabad and Kheirpore, and Rupees 11 by the other States possessing dominions on the banks of the rivers, namely, His Highness Bhawul Khan, Maharaja Runjeet Sing, and the Honourable the East India Company.

## ARTICLE 2.

To obviate any cause whatever of trouble or inconvenience to traders and merchants during their progress, and also to prevent disputes and doubts and consequent altercation and delay, touching the size of boats, the toll is fixed on 30 Tatta khurrars. Be a boat large or small, she will pay toll according to this, and whether she measures 5 khurrars or 100 khurrars, she will be reckoned as one of 30.

## ARTICLE 3.

The portion of the toll above described, appertaining to Sindh, and amounting to Tatta Rupees 240 on each boat, shall be levied at the bunder or port of the mouth of the river where the cargoes are transferred from the river to the sea boats, and *vice versa*, and divided as the governments of Hyderabad and Kheirpore may think best.

## ARTICLE 4.

For the purpose of assisting in the realization of the toll due to Sindh, also in the speedy and satisfactory adjustment of disputes which may happen to occur amongst the merchants, boatmen, and others on the questions of hire, &c., as well as with a view to the preservation and augmentation of the amicable relations which happily subsist between the States, it is settled that a British Agent (who shall not be an European gentleman), under the authority of Lieutenant Colonel Henry Pottinger, Agent to the Governor General of India for the affairs of Sindh, shall reside at the bunder or port at the mouth of the river where cargoes are transferred from one description of boat to another; and the British Government binds itself that the said Agent shall neither engage in trade, nor interfere in any way with the fiscal or any other affairs of the Sindh government. It is further settled that, when occasion connected with this Treaty may render it advisable, the Governor General's Agent for the affairs of Sind shall have the power of deputing one of his Assistants to the above-described bunder or port, to settle any discussions that may have arisen; after doing which he is to return to Bhooj.

## ARTICLE 5.

For the more perfect fulfilment of this Treaty, it is hereby distinctly stipulated that should any portion, however small or great, or of whatever description, of the merchandize or goods on board any boat passing up or down the river, be landed for sale by a merchant or merchants, such portion of merchandize or goods, whatever may be its quantity or quality, shall instantly become subject to the existing local duties as levied by the respective governments within their own territories; the purpose of the toll agreed to by this Treaty being not to supersede or set aside the established dues of the different States, but to repay the expense to which the governments will necessarily be subjected in affording the customary protection to the trade in transit on the river. It will be perfectly understood from this 5th Article that the governments have no claim to duties on merchandize merely passing up or down the river, and that the toll is all that is to be demanded; but

should any portion, however small or large, of goods be landed and sold, then the usual duties will be levied.

*Written on the 2nd day of July 1834, corresponding with the 24th of Suffer 1250 A.H.*

(Sd.)	W. C. BENTINCK.
„	FREDERICK ADAM.
„	W. MORISON.
„	ED. IRONSIDE.

Ratified by the Governor General in Council at Ootacamund on 2nd September 1834.

(Sd.)	W. H. MACNAGHTEN,
	<i>Secy. to Govt. of India.</i>

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### No. CXXXVIII.

COMMERCIAL ARTICLES entered into with the GOVERNMENT of HYDERABAD, in SINDH, by COLONEL HENRY POTTINGER, AGENT to the GOVERNOR-GENERAL for the affairs of Sindh, in virtue of authority vested in him by the RIGHT HONOURABLE LORD AUCKLAND, G.C.B., GOVERNOR-GENERAL of India in COUNCIL.

#### PROPOSAL 1ST.

The coast of Sindh has no hills, and is low and level that it is very difficult and even sometimes impossible to discover the proper entrance to the mouths of the river. Permission is therefore requested to lay down buoys in the water, and to erect wooden landmarks on the shore at the proper spots, which buoys and marks can be changed when alterations take place in the river.

#### ANSWER 1ST.

Agreed.—Beacons may be erected on shore, and buoys laid down in the water, and changed as may become requisite from alterations in the river.

#### PROPOSAL 2ND.

Cases will sometimes occur, notwithstanding these precautions, in which from foul winds or storms vessels intending to come into the river will not be able to do so, and they must in that event seek for shelter in any port they can reach. The examination of the whole of the coasts and harbours of

#### ANSWER 2ND.

Agreed.—A boat and men will be furnished when applied for.

Kutch and Sindh from Mandavee to Kurrachee has therefore been ordered, and His Highness is requested to instruct his officers to this effect. Vessels of war will not be employed on this duty, and when the harbour of Kurrachee is to be examined (which it has not been since the mission of Mr. Smith in the year of the Hegira 1224), the officer will make a special application, through the Agent, for a perwannah to the Nawab of Kurrachee, to furnish a small boat, and one or two experienced men to assist.

#### PROPOSAL 3RD.

The anchorage fees (mohoree) on boats at Kikkur varies agreeable to their size. To prevent disputes and to encourage the resort of merchants to that and the other bunders at the mouths of the river, these fees are recommended to be reduced and defined, in order that information thereof may be given to the merchants concerned.

#### PROPOSAL 4TH.

Syud 'Azimooddeen Hossain, the Native Agent appointed by the Governor General to reside at the mouths of the river, has arrived with me and is now about to proceed to his station. It is begged that His Highness will give orders to all the authorities to be kind and attentive to the Syud, and to refer to him in the event of any disputes about the toll on the sea, or river boats, or other matters which are to be strictly guided by Treaty, and any extra duties or demands not authorized by it to be positively prohibited.

#### PROPOSAL 5TH.

As the best season for sending goods up the river happens to be that at which they cannot be imported by sea, it becomes requisite to make some arrange-

#### ANSWER 3RD.

The settlement of this matter is left to Colonel Pottinger, and the officers of this government (Hyderabad) will be ordered to levy such anchorage fee as he may fix.

*N.B.*—Colonel Pottinger decided that each boat should pay half a Rupee in addition to the toll established by Treaty.

#### ANSWER 4TH.

Agreed.—The officers of this government (Hyderabad) will receive particular instructions to the effect proposed.

#### ANSWER 5TH.

Agreed.—Goods may be either warehoused, as proposed, at Kikkur or Tatta.



ment on this account. It is therefore to be arranged that all persons bringing goods to carry up the river may land them and place them in a warehouse or stores at Kikkur or Tatta, under the seal of the Native Agent before mentioned, until the proper season for their despatch up the river arrives. Any portion of such goods if sold at any time will of course be subject to the duties established by Treaty, and after they are once stored, no package is to be removed or opened without the leave of the Native Agent, else the full duties must be paid on such package.

#### PROPOSAL 6TH.

It is the wish of the Governor General to establish fairs, to be held annually, and to which merchants from all nations would bring their goods and sell or exchange them for those of others. Thus merchants from Bulk, Bokhara, Toorkistan, Cabool, &c., would bring the production of those countries and exchange them for the produce of Europe, India, &c., which would be brought from India and Sindh by their merchants. If the Government of Sindh would give due encouragement, one of these fairs might be established in its territories, which would be a great source of wealth to the people and increase of revenue to the State. It is intended to propose to Maharajah Runjeet Sing to have one of these fairs held at Methunkote, or some place in that neighbourhood; and should the Ameers of Sindh approve of it, a similar one might be held yearly at Tatta.

#### PROPOSAL 7TH.

The Governor General of India directs me to explicitly state that he looks to the government of Sindh to keep the Muzarees in complete check and to suggest how this is to be done

#### ANSWER 6TH.

Agreed.—A fair may be established and held either at Tatta or Kikkur.

#### ANSWER 7TH.

The restraining and punishing of the Muzarees rests with this government (Hyderabad). When the Seikh troops are removed, what power have the Muzarees to disturb

effectually. If my advice is required, I will be ready to give it.

PROPOSAL 8TH.

The Hyderabad government must say distinctly whether it is responsible for the acts of the Kheirpore and Meerpore Ameers, as connected with the river and traffic by it, because if not, it will be requisite to enter into separate engagement with them, a measure which has been hitherto avoided out of respect to the paramouncey of Noor Mahomed Khan.

PROPOSAL 9TH.

Amongst the minor arrangements the Ameer's sanction is required to cutting down the jungle along the banks of the river, where it may be found necessary to do so to facilitate tracking.

PROPOSAL 10TH.

The general superintendence of a British officer seems to the Governor General and to Colonel Pottinger to be almost indispensable to give effect to the views of the British Government, to the cordial aid and union of that of Sindh, and to the prevention of disputes, correspondence, &c.

PROPOSAL 11TH.

It is to be observed that the governments must not be deterred from commencing on some of these arrangements by the apparent difficulty of effecting them. Every important matter looks difficult at first, but all obstacles give way to exertion and encouragement in the course of time.

the country or molest boats? This government binds itself to be responsible for them.

ANSWER 8TH.

This government (Hyderabad) is responsible as herein described.

ANSWER 9TH.

Agreed to, with the exception of those parts of the river banks which are occupied by the Ameer's hunting preserves (shikargahs), which would be injured by cutting down the trees and jungle. All trees that may fall into the water and impede the progress of boats will be removed by persons belonging to the Sindh government, but not at its expense.

ANSWER 10th.

This proportion is already met by the perpetual Treaty. A gentleman may come whenever it is expedient and stay two or three months. To this no objection will be offered.

ANSWER 11TH.

No difficulty can possibly exist where the friendship is sincere.

*Dated at Hyderabad on the 18th of Shaban 1252 Hegira, or 28th of November 1836.*

## No. CXXXIX.

TREATY between the HONOURABLE EAST INDIA COMPANY and the AMEERS of SINDH, concluded by COLONEL HENRY POTTINGER, Agent to the Governor General for Sindh, on the one part, and their HIGHNESS MEER NOOR MAHOMED KHAN and MEER NUSSEER MAHOMED NUSSEER KHAN on the other, April 20th, 1838.

## ARTICLE 1.

In consideration of the long friendship which has subsisted between the British Government and the Ameers of Sindh, the Governor General in Council engages to use his good offices to adjust the present differences which are understood to subsist between the Ameers of Sindh and Maharajah Runjeet Sing, so that peace and friendship may be established between the two States.

## ARTICLE 2.

In order to secure and improve the relations of amity and peace which have so long subsisted between the Sindh State and the British Government, it is agreed that an accredited British minister shall reside at the Court of Hyderabad, and that the Ameers of Sindh shall also be at liberty to depute a vakeel to reside at the Court of the British Government; and that the British minister shall be empowered to change his ordinary place of residence as may from time to time seem expedient, and be attended by such an escort as may be deemed suitable by his government.

Ratified by the Right Honourable the Governor General, at Simla, this 20th day of April 1838.

(Sd.) AUCKLAND.

## No. CXL.

TREATY between the HONOURABLE EAST INDIA COMPANY and His HIGHNESS MEER ROOSTUM KHAN, of KHEIRPORE.

## ARTICLE 1.

There shall be perpetual friendship, alliance, and unity of interests between the Honourable East India Company and Meer Roostum Khan, Talpore, and his heirs and successors, from generation to generation, and the friends and enemies of one party shall be the friends and enemies of both.

## ARTICLE 2.

The British Government engages to protect the principality and territory of Kheirpore.

## ARTICLE 3.

Meer Roostum Khan and his heirs and successors will act in subordinate co-operation with the British Government, and acknowledge its supremacy, and not have any connexion with any other Chiefs and States.

## ARTICLE 4.

The Ameer, and his heirs and successors, will not enter into negotiation with any Chief or State without the knowledge and sanction of the British Government; but the usual amicable correspondence with friends and relations shall continue.

## ARTICLE 5.

The Ameer, and his heirs and successors, will not commit aggressions on any one. If by accident any dispute arise with any one, the settlement of it shall be submitted to the arbitration and award of the British Government.

## ARTICLE 6.

The Ameer will furnish troops according to his means at the requisition of the British Government, and render it all and every necessary aid and assistance throughout his territory during the continuance of war, and approve of all the defensive preparations which it may make while the peace and security of the countries on the other side of the Indus may be threatened. But the British Government will not covet a dām or dēram of the territories enjoyed by His Highness and his heirs, nor the fortresses on this bank or that bank of the river Indus.

## ARTICLE 7.

The Ameer, and his heirs and successors, shall be absolute rulers of their country, and the British jurisdiction shall not be introduced into that principality, nor will any of the Baloches servants, dependants, relatives, or subjects of the Ameer be listened to should they complain against the said Ameer.

## ARTICLE 8.

In order to improve, by every means possible, the growing intercourse by the river Indus, Meer Roostum Khan promises all co-operation with the other powers in any measures which may be hereafter thought necessary for extending and facilitating the commerce and navigation of the Indus.

## ARTICLE 9.

In order to further secure the relations of amity and peace which have so long subsisted between the Kheirpore State and the British Government, it is agreed that an accredited British minister shall reside at the Court of Kheirpore, and that the Ameer shall also be at liberty to depute an Agent to reside at the Court of the British Government, and the British minister shall be empowered to change his ordinary place of residence as may from time to time seem expedient, and be attended by such an escort as may be deemed suitable by his government.

## ARTICLE 10.

This Treaty of nine Articles having been concluded, and signed and sealed by Lieutenant Colonel Sir A. Burnes, Knight, envoy on the part of the Right Honourable George Lord Auckland, G.C.B., Governor General of

India, and Meer Roostum Khan, on the part of himself, Chief of Kheirpore, the ratification by the Right Honourable the Governor General shall be exchanged within forty-five days from the present date.

*Done at Kheirpore this 24th day of December 1838, corresponding with the 6th day of Shaval A.H. 1254.*

(Sd.) ALEX. BURNES,  
*Envoy to Khelat.*

Ratified by the Right Honourable the Governor General of India in Camp Bhagapoorana on the 10th January 1839.

(Sd.) H. TORRENS,  
*Offg. Secy. to the Govt. of India,*  
*with the Governor General.*

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#### SEPARATE ARTICLE.

Since the British Government has taken upon itself the responsibility of protecting the State of Kheirpore from all enemies, now and hereafter, and neither coveted any portion of its possessions nor fortresses on this side or that side of the Indus, it is hereby agreed upon by Meer Roostum Khan, his heirs and successors, that if the Governor General, in time of war, should seek to occupy the fortress of Bukker as a depôt for treasure and munitions, the Ameer shall not object to it.

This separate Article having been concluded, signed and sealed by Lieutenant Colonel Sir Alexander Burnes, Knight, envoy on the part of the Right Honourable George Lord Auckland, G.C.B., Governor General of India, and Meer Roostum Khan, on the part of himself, Chief of Kheirpore, the ratification by the Right Honourable the Governor General shall be exchanged within forty-five days from the present date.

*Done at Kheirpore this 24th day of December 1838, corresponding with the 6th day of Shaval A.H. 1254.*

(Sd.) A. BURNES,  
*Envoy to Kheirpore.*

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THE GOVERNOR GENERAL TO MEER ROOSTUM KHAN, OF KHEIRPORE, Camp Bhagapoorana,  
10th January 1839.

The judicious mediation of your friend Sir A. Burnes, the highly esteemed and able Agent of my government now with you, has by the blessing of God brought about the establishing of our mutual good understanding by Treaty on a firm and lasting basis.

The support afforded to you by the guarantee of the British Government will, I am well assured, prove a source of future strength, and, if it be God's will, of continued prosperity, to your country; and I am glad to acknowledge the advantages which I hope to derive from your alliance and support in the warlike operations which I am about to undertake.

Having entered into a Treaty with your Highness in all honesty and good faith, I should be sorry to find any part of the written agreement between us so worded as to leave either your successors or mine under the supposition that we concluded our compact in a spirit, on the one side or the other, of any thing like jealousy or distrust.

The mention, however, of a previous written agreement, in every instance, as to the temporary character of the occasional occupation of Sindh by the English, is calculated to convey this unpleasant idea.

I have therefore struck it out; and in place of inserting a sentence which casts a doubt on the sincerity of our intentions, I address you this friendly letter, as a lasting assurance of the plain meaning and purpose of the words of the separate Article, namely, that the British shall avail themselves of the fort of Bukker, the citadel of their ally the Meer of Kheirpore, only during actual war and periods of preparing for war like the present.

I trust that this mode of re-assuring your Highness will have the double effect of settling your mind at ease and of putting you in possession of a written testimony to my intentions, such as may remain among your records in pledge of the sincerity of the British Government.

I have, &c.,

(Sd.) AUCKLAND.

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AGREEMENT with MEER MOBARIK KHAN, of KHEIRPORE.

Whereas Treaties of firm friendship and sincere amity have long been established between the government of the East India Company and that of Kheirpore, in Sindh, at the present time, agreeably to the request and desire of His Highness Meer Roostum Khan, Talpore, and for the satisfaction of His Highness Meer Mobarik Khan, Talpore, the following additional agreement has been made through the agency of Lieutenant Colonel Sir Alexander Burnes, Knight, envoy on the part of the Governor General, in virtue of full powers vested in him by the Right Honourable George Lord Auckland, G.C.B., Governor General of India, &c., &c., &c.

The East India Company hereby agrees never to covet one real of the revenue of the share of Sindh in possession of Meer Mobarik Khan, nor to interfere in its internal management.

The said Company further agrees to preserve the same friendly relation towards the said Meer Mobarik Khan and his descendants that it does towards

Meer Roostum Khan, in conformity with the terms of the Treaty now made with His Highness Meer Roostum Khan.

*Done at Kheirpore, this 28th day of December 1838, corresponding with the 11th day of Savat 1254 A.H.*

(Sd.) A. BURNES.

Ratified by the Right Honourable the Governor General, Camp Dunowla on the 16th of January 1839.

(Sd.) H. TORRENS,

*Offg. Secy. to the Govt. of India,  
with the Governor General.*

The same to Meer Mahomed Khan and Meer Ali Murad Khan.

## No. CXLI.

AGREEMENT for the surrender of Kurrachee, February 7th, 1839.

Hassel Ben Butcha Khan, Subadar in the employ of the Governor of the fort and town of Kurrachee, and late Commandant of the fort on the point at the entrance of the harbour, has been this third day of February one thousand eight hundred and thirty-nine sent on board Her Britannic Majesty's Ship *Wellesley* by the said Governor (Khyer Mahomed) with full powers to treat with the British Authorities for the surrender of the said fort and town of Kurrachee, accompanied by Synah Khan, in the service of Meer Noor Mahomed, who had been sent for the same purpose by Ali Rakhi to treat on the part of the civil government of the town.

It is, therefore, this day agreed by the said Hassel Ben Butcha Khan and Synah Khan, in the name of the said two Governors on the one part, and by His Excellency Rear Admiral Sir Frederick Lewis Maitland, K.C.B., Commander-in-Chief of Her Britannic Majesty's naval forces in the East Indies, and Brigadier Thomas Valiant, K.H., Commanding the British reserve Military force in Sindh, in the name and on behalf of the Honourable East India Company, on the other part.

### ARTICLE 1.

That the full possession of the fort and town of Kurrachee shall be this day given up by the aforesaid Governor to the British forces.

### ARTICLE 2.

That the British land forces under the command of the said Brigadier Valiant shall this day, or as soon after as the Brigadier may deem it conveni-

ent, be allowed to encamp near the town, and that such boats shall be supplied by the native government as may be required by the British army upon payment of the usual boat hire for them, as also such camels and other means of conveyance as may be hereafter necessary, upon the like terms; as well as that all kinds of provisions and other supplies shall be furnished for the use of the said British forces as they may stand in need of and require, the same being paid for at the usual rates of the country.

In consequence of the fulfilment of these terms, the British officers before mentioned agree, in the name of the Honourable East India Company, that the persons and property of all the inhabitants of the fort and town of Kurrachee shall be held sacred, and that they shall be at liberty to carry on their business as heretofore; that their trading vessels shall be allowed to enter the port, and trade as usual without the slightest interruption; and further that the civil government of Kurrachee shall be carried on by the authorities of the place.

In witness whereof we have, this third day of February one thousand eight hundred and thirty-nine, set our hands hereunto, on board Her Britannic Majesty's Ship *Wellesley*, off Kurrachee.

(Sd.)      FRED. LEWIS MAITLAND,  
*Rear Admiral and Commander-in-Chief  
of H. B. M. Naval Forces in India.*

(Sd.)      T. VALIANT,  
*Brigadier, Commanding Reserve  
Force in India.*

The × mark of Hassel Ben Butcha.

The × mark of Synah Khan.

We, whose signatures are hereunto attached, ratify the above as the acts of our servants, in which we fully concur.

The × mark of Khyer Mahomed.

The × mark of Ali Rakhi.

*Witness, this 7th day of February 1839.*

(Sd.)      J. GRAY,  
*Her Majesty's 10th Regiment.*

(Sd.)      T. POSTANS, *Lieut.*,  
*Interpreter to Reserve Force.*



## No. CXLII.

TREATY between the BRITISH GOVERNMENT and the AMEERS of HYDERABAD, *viz.*, MEER NOOR MAHOMED KHAN, MEER NUSSEER MAHOMED KHAN, MEER MEER MAHOMED KHAN, and MEER SOBDAK KHAN, 1839.

Whereas Treaties of friendship and amity have from time to time been entered into between the British Government and the Ameers of Sindh; and whereas circumstances have lately occurred which render it necessary to revise those Treaties; and a separate Treaty has already been concluded between the British Government and Meer Roostum Khan of Kheirpore; the following Articles have been agreed upon by the contracting parties:—

## ARTICLE 1.

There shall be lasting friendship, alliance, and unity of interest between the Honourable East India Company and the Ameers of Hyderabad, Meer Noor Mahomed Khan, Meer Nusseer Mahomed Khan, Meer Meer Mahomed Khan, and Meer Sobdar Khan.

## ARTICLE 2.

A British force shall be maintained in Sindh and stationed at Tatta, or such other place westward of the river Indus as the Governor General of India may select. The Governor General will decide upon the strength of this force, which it is not intended shall exceed 5,000 fighting men.

## ARTICLE 3.

Meer Noor Mahomed Khan, Meer Nusseer Mahomed Khan, and Meer Meer Mahomed Khan bind themselves to pay severally the sum of one lakh of Rupees, being three lakhs of Rupees altogether of the Company's currency, or of that called Bakkroo, or Timoorce, in part payment of the expense of the British force every year. Meer Sobdar Khan is exempted from all contribution to the expense of this force.

## ARTICLE 4.

The British Government takes upon itself the protection of the territories now possessed by the Ameers of Hyderabad from all foreign aggression.

## ARTICLE 5.

The four Ameers, party to this Treaty, shall remain absolute rulers in their respective principalities; and the jurisdiction of the British Government shall not be introduced into their territories. The officers of the British Government will not listen to or encourage complaints against the Ameers from their subjects.

## ARTICLE 6.

The four Ameers, being confirmed in their present possessions by the preceding Article, will refer to the Resident in Sindh any complaint of aggression which one of them may have to make against another; and the Resident, with the sanction of the Governor General, will endeavour to mediate between them and settle their differences.

## ARTICLE 7.

In case of aggressions by the subjects of one Ameer on the territories of another, and of the Ameer by whose subjects such aggressions are made declaring his inability to prevent them in consequence of the offending parties being in rebellion to his authority, on a representation of the circumstances being made to the Governor General by the Resident, the Governor General will, if he sees fit, order such assistance to be afforded as may be requisite to bring the offenders to punishment.

## ARTICLE 8.

The Ameers of Sindh will not enter into any negotiation with any foreign Chief or State without the knowledge and sanction of the British Government; their amicable correspondence with friends and relations may continue.

## ARTICLE 9.

The Ameers of Sindh will act in subordinate co-operation with the British Government for purposes of defence, and shall furnish for the service of the British Government a body of 3,000 troops, horse and foot, whenever required; these troops, when employed with the British forces, will be under the orders and control of the commanding officer of the British forces. The Sindh contingent troops, if employed under British officers beyond the Sindh frontier, will be paid by the British Government.

## ARTICLE 10.

The Bakkroo or Timooree Rupee current in Sindh and the Honourable Company's Rupee being of equal value, the currency of the latter coin shall be admitted in the Sindh territories. If the officers of the British Government establish a mint within the territories of the Ameers, parties to this Treaty, and there coin the Bakkroo or Timooree Rupee, the Ameers shall be entitled, after the close of the present military operations in Afghanistan, to a seigniorage on the coinage according to the customs of the country.

## ARTICLE 11.

No toll will be levied on trading-boats passing up or down the river Indus, from the sea to the northernmost point of that stream within the territories of the Ameers of Hyderabad.

## ARTICLE 12.

But any merchandize landed from such boats on their passage up or down the river and sold shall be subject to the usual duties of the country; provided always that goods sold in a British camp or cantonment shall be exempt from the payment of duty.

## ARTICLE 13.

Goods of all kinds may be brought by merchants and others to the mouths of the Indus (Gorabaree) at the proper season, and kept there at the

pleasure of the owners till the best period of the year for sending them up the river; but should any merchant land and sell any part of his merchandize, either at Gorabarce or anywhere else (except at the British cantonment), such merchant shall pay the usual duties upon them.

ARTICLE 14.

The provisions of this Treaty agreed upon by the Governor General of India on the one part, and the Ameers Meer Noor Mahomed Khan, Meer Nusseer Mahomed Khan, Meer Meer Mahomed Khan, and Meer Sobdar Khan on the other part, shall be binding for ever on all succeeding governments of India, and on the heirs and successors of the said Ameers in perpetuity; all former Treaties between the contracting parties not rescinded by the provisions of this engagement remaining in force.

This Treaty, consisting of fourteen Articles, having been signed in quadruplicate by the Right Honourable George Lord Auckland, G.C.B., Governor General of India, at Bussee, on the 11th day of March 1839, one of these four documents will be separately granted, through Colonel H. Pottinger, Resident, Hyderabad, the negotiator of the Treaties, to each of the four Ameers, on his delivering a counterpart engagement, under his seal and signature, to the British Resident in Sindh, Colonel H. Pottinger.

*Dated the 11th March 1839.*

(Sd.) AUCKLAND.

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No. CXLIH.

TREATY of fourteen Articles between the BRITISH GOVERNMENT and the AMEER of MEERPORE  
MEER SHER MAHOMED KHAN.

Whereas Treaties of amity and friendship have been concluded between the Honourable East India Company and the Ameers of Hyderabad, a separate Treaty on the same principle is now entered into between that power and His Highness Meer Sher Mahomed Khan of Meerpore, and the following Articles have been agreed upon by the contracting parties:—

ARTICLE 1.

That there shall be lasting friendship, alliance, and unity of interests between the Honourable East India Company and the Ameer of Meerpore, Meer Sher Mahomed Khan.

ARTICLE 2.

Meer Sher Mahomed Khan binds himself to pay every year the sum of half a lakh of Rupees (50,000) of the Company's currency in part payment of the expense of the British force stationed in Sindh, *viz.*, on the 1st of February of each year.

ARTICLE 3.

The British Government takes upon itself the protection of the territory now possessed by the Ameer of Meerpore from all foreign aggression.

## ARTICLE 4.

Meer Sher Mahomed Khan shall remain sole ruler in his principality, and the jurisdiction of the British Government shall not be introduced into his territory; the officers of the British Government will not listen to or encourage complaints against the Ameer from his subjects.

## ARTICLE 5.

The Ameer being confirmed in his present undisputed possessions by the preceding Article will refer to the British representative in Sindh any complaint of aggression which he may make against any of the other Ameers; and the Political Agent, with the sanction of the Governor General, will endeavour to mediate between them and settle their differences.

## ARTICLE 6.

The territories at present disputed between Meer Sher Mahomed Khan and the Ameers of Hyderabad shall be submitted to the decision of arbitrators appointed by both parties and an umpire appointed by the Political Agent.

## ARTICLE 7.

In case of aggression by the subjects of one Ameer on the territories of another, and of the Ameer by whose subjects such aggressions are made declaring his inability to prevent them, in consequence of the offending parties being in rebellion to his authority, on a representation of the circumstances being made to the Governor General by the Political Agent, the Governor General will, if he sees fit, order such assistance to be afforded as may be requisite to bring the offenders to punishment.

## ARTICLE 8.

The Ameer will not enter into any negotiation with any foreign Chief or State without the knowledge and sanction of the British Government; his amicable correspondence with his friends and relations may continue.

## ARTICLE 9.

The Ameer will act in subordinate co-operation with the British Government for the purposes of defence, and shall furnish for the service of the British Government a proportional quota of troops to that supplied by other Ameers whenever required. These troops, when employed with British forces, will be under the orders and control of the commanding officer of the British forces; the Ameer's troops, if employed beyond the Sindh frontier, will be paid by the British Government.

## ARTICLE 10.

The Bakkroo or Timooree Rupee current in Sindh and the Honourable Company's Rupee being of equal value, the currency of the latter coin shall be admitted into the Ameer's territory.

## ARTICLE 11.

No toll will be levied on trading boats passing up or down the River Indus from the sea to the northernmost point of that stream within the territories of the Ameer.

## ARTICLE 12.

But any merchandize landed from boats on their passage up or down the river and sold shall be subject to the usual duties of the country, provided always that goods sold in a British camp or cantonment shall be exempt from the payment of duty.

## ARTICLE 13.

Goods of all kinds may be brought by merchants and others to the mouths of the Indus (Gorabaree) at the proper season, and kept there at the pleasure of the owners till the best season of the year for sending them up the river; but should any merchant land and sell any part of his merchandize either at Gorabaree or anywhere else, except at the British cantonment, such merchant shall pay the usual duty.

## ARTICLE 14.

The provisions of this Treaty agreed upon by the Governor General of India on the one part and Meer Sher Mahomed Khan on the other part shall be binding for ever on all succeeding governments of India, and on the heirs and successors of the said Ameer in perpetuity.

(Sd.) AUCKLAND.

*Dated the 27th Rubbee-ool-awul 1257 A.H., corresponding with 18th June 1841 A.D.*

Ratified and signed by the Right Honourable the Governor General of India, at Fort William in Bengal, on the 16th August in the year of our Lord one thousand eight hundred and forty-one.

(Sd.) T. H. MADDOCK,  
*Secy. to the Govt. of India.*

## No. CXLIV.

DRAFT of a TREATY between the AMEERS of HYDERABAD and the BRITISH GOVERNMENT.

## ARTICLE 1.

The Ameers of Hyderabad are relieved from the payment of all tribute to the British Government, which, under existing engagements, would become due after the 1st of January 1843.

## ARTICLE 2.

The only coin legally current in the dominions of the Ameers of Hyderabad after the 1st of January 1845 shall be the Company's Rupee and the Rupee hereinafter mentioned.

## ARTICLE 3.

The British Government will coin for the Ameers of Hyderabad such number of Rupees as they may require from time to time, such Rupees bearing on one side the effigy of the Sovereign of England with such inscription as the British Government may from time to time adopt, and on the reverse such inscription or device as the Ameers may prefer.

## ARTICLE 4.

Such Rupees so to be coined for the Ameers shall contain the same quantity of silver and of the same fineness as the Company's Rupees; and for every Rupee so coined the Ameers shall deliver to the officers of the British Government, who may hereafter be from time to time appointed to receive the same, a quantity of silver equal to that contained in such Rupee, and of equal fineness, or approved bills of equal value; and such Rupees so coined for the Ameers shall be delivered to them within four months after the receipt, by the appointed officer, of the silver equivalent thereto, or within four months after the payment of the approved bills for the amount, without any charge for the coinage, which charge will be wholly borne by the British Government.

## ARTICLE 5.

The Ameers, in consideration of the above engagement, renounce the privilege of coining money, and will not exercise the same, from the date of the signature of this Treaty.

## ARTICLE 6.

With a view to the necessary provision of wood for the use of steamers navigating the Indus and the rivers communicating therewith, the British Government shall have the right to fell wood within one hundred yards of both banks of the Indus within the territories of the Ameers; but the British Government, being unwilling to exercise such right in a manner inconvenient or disagreeable to the Ameers, will exercise it only under the direction of British officers, and will refrain from all exercise thereof so long as the Ameers shall provide, at the places to be named, such a quantity of wood fit for the purpose of fuel at the price of the the as the officers of the British Government may from time to time require.

## ARTICLE 7.

The following places and districts are ceded in perpetuity to the British Government: Kurrachee and Tatta, with such arrondissement as may be

deemed necessary by Major General Sir Charles Napier; and, moreover, the right of free passage over the territories of the Ameers between Kurrachee and Tatta along such line, and within such limits on either side thereof as Major General Sir Charles Napier may prefer; and within such limits the officers of the British Government shall alone have jurisdiction.

#### ARTICLE 8.

All the rights and interests of the Ameers, or of any one of them, in Subzulkote, and in all the territory intervening between the present frontier of Bhawulpore and the town of Roree, are ceded in perpetuity to His Highness the Nawab of Bhawulpore, the ever faithful ally and friend of the British Government.

#### ARTICLE 9.

To the Meer Sobdar Khan, who has constantly evinced fidelity to his engagements and attachment to the British Government, is ceded territory producing half a lakh of annual revenue, such cession being made in consideration of the loss he will sustain by the transfer of Kurrachee to the British Government, and as a reward for his good conduct.

#### ARTICLE 10.

The Commissioner appointed by Major General Sir Charles Napier for the execution of this Treaty will, after hearing the several Ameers, finally decide what lands shall be made over to Meer Sobdar Khan, in pursuance of the above Article, by the other Ameers.

#### ARTICLE 11.

Inasmuch as the territories to be ceded by the several Ameers, under the provisions of this Treaty, differ in annual value, and the amount of the tribute now payable by the several Ameers is not altogether the same, the Commissioner appointed by Major General Sir Charles Napier shall hear the several Ameers as to the annual value of the lands so ceded, and shall declare what payments of money, or what cessions of land in lieu thereof, shall be made by the Ameers, who shall make no cession of lands, or cession of lands of inferior value, to such as shall make such cessions of higher value under this Treaty, that so the value of the cessions made by the several Ameers (always excepting Meer Sobdar Khan) shall be as nearly commensurate as possible with the tribute to the payment of which each was before liable.

#### ARTICLE 12.

The remainder of the tribute now payable which shall not be absorbed in the making of such compensations, or lands yielding an annual revenue of equal amount, shall be at the disposal of the British Government, but the British Government will retain no portion thereof for itself.

*Simla, November 4th, 1842.*

DRAFT of TREATY between the British Government and the Ameers of Kheirpore.

ARTICLE 1.

The pergunnah of Bhoong Bhara, and the third part of the district of Subzulkote, and the villages of Gotkee, Maladce, Chaonga, Dadoola, and Uzeezpore, and all the territories of the Ameers of Kheirpore, or any of them intervening between the present dominions of His Highness the Nawab of Bhawalpore and the town and district of Rorec, are ceded in perpetuity to His Highness the Nawab.

ARTICLE 2.

The town of Sukkur, with such arrondissement as shall be deemed necessary by Major General Sir Charles Napier, and the islands of Bukkur and the adjoining islets, and the town of Rorec, with such arrondissement as may be deemed necessary by Major General Sir Charles Napier, are ceded in perpetuity to the British Government.

ARTICLE 3.

The Commissioner appointed by Major General Sir Charles Napier for the execution of this Treaty and of the Treaty to be concluded with the Ameers of Hyderabad shall appropriate the surplus tribute, from which the Ameers of Hyderabad will be relieved by that Treaty (of which an account will be rendered to the Ameers of Kheirpore), or lands of equal value in lieu thereof, first, to the indemnification of such Ameers of Kheirpore, other than Meer Roostum Khan and Meer Nusseer Khan, as may make cessions of territory under this Treaty, and then, for the benefit of Meer Roostum Khan and Meer Nusseer Khan, in proportion to the annual value of the cessions made by them respectively under this Treaty.

ARTICLE 4.

The Ameers of Kheirpore having, by the Treaty concluded on the 24th December 1838, agreed, "in order to improve by every means possible the growing intercourse by the river Indus, to afford all co-operation with the other powers in any measures which may hereafter be thought necessary for extending and facilitating the commerce and navigation of the Indus," and the Ameers of Hyderabad having since, by a Treaty concluded in 1839, agreed "that no toll shall be levied on trading boats passing up and down the river Indus from the sea to the northernmost point of that stream within their territories, with the proviso that any merchandize landed from such boats on their passage up or down the river and sold shall be subject to the usual duties of the country, except goods sold in a British camp or cantonment, which goods shall be exempt from the payment of duty," the Ameers of Kheirpore now agree to abide by and observe the above provision, in the same manner and as fully as if the same were inserted in the Treaty concluded by them in 1838.

ARTICLE 5.

The only coin legally current in the dominions of the Ameers of Kheirpore after the 1st January 1845 shall be the Company's Rupee and the Rupee hereinafter mentioned.



## ARTICLE 6.

The British Government will coin for the Ameers of Kheirpore such number of Rupees as they may require from time to time, such Rupees bearing on one side the effigy of the Sovereign of England, with such inscription as the British Government may from time to time adopt, and on the reverse such inscription or device as the Ameers may prefer.

## ARTICLE 7.

Such Rupees, so to be coined for the Ameers, shall contain the same quantity of silver and of the same fineness as the Company's Rupees; and for every Rupee so coined, the Ameers shall deliver to the officers of the British Government, who may hereafter be from time to time appointed to receive the same, a quantity of silver equal to that contained in such Rupee and of equal fineness, or approved bills of equal value; and such Rupees, so coined for the Ameers, shall be delivered over to them within four months after the receipt, by the appointed officer, of the silver equivalent thereto, or within four months after the payment of the approved bills for the amount, without any charge for the coinage, which charge will be wholly borne by the British Government.

## ARTICLE 8.

The Ameers, in consideration of the above engagement, renounce the privilege of coining money, and will not exercise the same, from the date of the signature of this Treaty.

## ARTICLE 9.

With a view to the necessary provision of wood for the use of steamers navigating the Indus and the rivers communicating therewith, the British Government shall have the right to fell wood within 100 yards of both banks of the Indus within the territories of the Ameers; but the British Government, being unwilling to exercise such right in a manner inconvenient or disagreeable to the Ameers, will exercise it only under the direction of British officers, and will refrain from all exercise thereof so long as the Ameers shall provide, at the places to be named, such quantity of wood fit for the purposes of fuel at the price of the as the officers of the British Government may from time to time require.

## ARTICLE 10.

The British Government renounces every claim heretofore made upon the late Meer Mobarik Khan, or upon Meer Nusseer Khan, or the other sons of the late Meer Mobarik Khan, on account of nuzzerana, in the name of the late Shah Suja, or on account of annual tribute, and the arrears thereof and the interest thereon, on its own behalf.

*Simla, November 4th, 1842.*

## BELOOCHISTAN.

*Khelat.*—THE territory belonging to the Brahui Khans of Khelat extends from the Mekran coast to a distance of about 400 miles north, and about the same distance from the Sind frontier to the west of the provinces of Punjgoor and Kedj. The allegiance of the outlying provinces to the Khan, is, however, little more than nominal, and their Chiefs omit no opportunity of asserting their independence. The first Khan of any note was Abdullah Khan, who, at the commencement of the eighteenth century, affected to be independent of the Delhi empire and reduced several provinces to his rule. During the reign of his son, Mahabut Khan, occurred the invasion of India by Nadir Shah and the annexation of the whole of the territories west of the Indus to his dominions. On the dismemberment of the Persian empire after the death of Nadir Shah, Khelat formed part of the territories over which Ahmed Shah Abdali established his supremacy. Mahabut Khan, who was unpopular with his Chiefs, was deposed by Ahmed Shah, and his younger brother, Nusseer Khan, was appointed to rule in his stead. From this time the power continued with the younger branch of the family till the foolish attempt which the British Government made after the Afghan war to change the succession.

Nusseer Khan was by far the most distinguished of the Khans of Khelat. His rule was vigorous. His policy of uniting the Belooch tribes so consolidated his power, that he found himself strong enough to rebel against Ahmed Shah, who ceded to him the districts of Shawl and Mustung. In the west his dominions were extended by the conquest of Punjgoor and Kedj. He was succeeded in 1795 by his son, Mahmood Khan, and he, in 1819, by his son, Mehrab Khan, in whose time the political connection of the British Government with Khelat commenced.

From the time of Nusseer Khan the Chiefs of Khelat remained faithful in their allegiance to Cabul. In their internal government they acted in concert with the Chiefs of Sarawan and Jalawan, who held the position of hereditary counsellors. The office of minister was also hereditary. Mehrab Khan was a well-meaning but weak ruler. He disgusted his Chiefs by surrendering himself to the influence of one Daood Mahomed, a man of low extraction, for whom he sacrificed the hereditary minister, Futh Mahomed. Daood Mahomed, however, was killed by Futh Mahomed's son, Naib Moollah

Hossein, who was restored to the hereditary office, but who never forgave the injury done to his father. To the treacherous revenge of Moollah Hossein are attributable all the misfortunes which subsequently overtook Mehrab Khan.

On the failure of Shah Shuja's first attempt to recover his dominions in 1833, the Ex-King found refuge for a short time at Khelat before his return to his exile at Loodbhiana. When the expedition of 1838 for the restoration of the Shah was determined on, a British officer, Lieutenant Lecch, was sent to Khelat to secure the co-operation of Mehrab Khan, through whose territories the armies had to march. Moollah Hossein, however, contrived to create a dislike between the Khan and Lieutenant Lecch, and the latter left without attaining his object. The treacherous minister further caused it to be believed that the Khan had seized stores of grain which had been collected for the British troops, and he wrote orders in the Khan's name, but without his knowledge, inciting the tribes to rise and harass the British army on its line of march. Sir Alexander Burnes was deputed to Khelat to allay the supposed hostility of the Khan and to negotiate a Treaty\* with him. The Treaty was

\* ARTICLES of an ENGAGEMENT concluded between the British Government and MEHRAB KHAN, the Chief of Khelat.

Whereas a Treaty of lasting friendship has been concluded between the British Government and His Majesty Shah Shuja-ool-Moolk, and Mehrab Khan, the Chief of Khelat, as well as his predecessors have always paid homage to the Royal House of the Suddozyes; therefore, with the advice and consent of the Shah, the under-mentioned Articles have been agreed upon by Mehrab Khan and his descendants from generation to generation. As long as the Khan performs good service, the following Articles will be fulfilled and preserved:—

#### ARTICLE 1.

As Nusseer Khan and his descendants, as well as his tribe and sons, held possession of the country of Khelat, Kutchee, Khorstan, Mekran, Kedj, Bela, and the port of Soumeecanee in the time of the lamented Ahmed Shah Dooranee, they will in future be masters of their country in the same manner.

#### ARTICLE 2.

The English Government will never interfere between the Khan, his dependants, and subjects, particularly lend no assistance to Shah Newaz Futtch Khan and the descendants of the Mahabutzye branch of the family, but always exert itself to put away evil from his house. In case of His Majesty the Shah's displeasure with the Khan of Khelat, the English Government will exert itself to the utmost to remove the same in a manner which may be agreeable to the Shah and according to the rights of the Khan.

#### ARTICLE 3.

As long as the British army continues in the country of Khorassan, the British Government agrees to pay to Mehrab Khan the sum of one and a half lakh of Company's Rupees from the date of this engagement by half-yearly instalments.

#### ARTICLE 4.

In return for this sum the Khan, while he pays homage to the Shah and continues in friendship with the British nation, agrees to use his best endeavours to procure supplies, carriage, and guards to protect provisions and stores going and coming from Shikarpore by the route of Rozan, Dadur, the Pass of Bolan, through Shamal to Koochlak from one frontier to another.

signed contrary to the secret wishes of Moollah Hossein, and the Khan agreed to proceed to Quetta to pay his respects to Shah Shuja. Sir A. Burnes preceded him, and on his way was waylaid by a party appointed by Moollah Hossein and robbed of the draft Treaty which the Khan had signed. The belief that this was done at the instigation of the Khan was studiously impressed on the British Government, and the Khan himself was prevented from going to Quetta by Moollah Hossein, who frightened him into the belief that the British intended to make him a prisoner. The proofs of the Khan's hostility were now apparently complete, and it was resolved to punish him when a fitting opportunity occurred.

When General Wiltshire's brigade was returning from Cabul in 1839, a detachment was sent to Khelat to punish the Khan. The town was taken by storm on the 13th of November. Mehrab Khan fell in the assault, and his son, Hossein Khan, fled. From the papers discovered in the fort, the treachery of Moollah Hossein was fully proved. He was therefore made a prisoner. In attendance on the British army was one Shah Newaz Khan, a youth of fourteen, descended in the direct male line from Mahabut Khan, who had been deposed by Ahmed Shah. This youth and his brother, Futh Khan, had been imprisoned by Mehrab Khan, but had effected their escape. Shah Newaz Khan was set up by the British Government as Khan of Khelat, but the Provinces of Sarawan and Kutch Gundava were annexed to the dominions of the King of Cabul.

Shortly after the accession of Shah Newaz Khan, a revolution broke out headed by Mehrab Khan's son, who had assumed the name of Nusseer Khan. Shah Newaz Khan was deposed, the British representative at Khelat was

#### ARTICLE 5.

All provisions and carriage which may be obtained through the means of the Khan, the price of the same is to be paid without hesitation.

#### ARTICLE 6.

As much as Melrab shows his friendship to the British Government by service and fidelity to the Suddozye family, so much the friendship will be increased between him and the British Government, and on this he should have the fullest reliance and confidence.

This agreement having been concluded signed and sealed by Lieutenant-Colonel Sir A. Burnes, Knight, Envoy on the part of the Right Honourable George Lord Auckland, G. C. B., Governor-General of India, and Mehrab Khan, of Khelat, on the part of himself, the same shall be duly ratified by the Right Honourable the Governor-General.

*Done at Khelat the 28th day of March, A.D. 1839, corresponding with the 12th day of Mohurram, A. H. 1255.*

(Sd.) A. BURNES,  
Envoy to Khelat.

murdered, and there was open war between Nusseer Khan and the British Government. As the only means of quieting the country and doing tardy justice to the memory of the unfortunate Mehrab Khan, the British Government reversed its policy, established Nusseer Khan in power, and restored to him the districts which had been annexed to Cabul. A Treaty (No. CXLV.) was concluded with him on 6th October 1841.

After the withdrawal of the British armies from Cabul, this Treaty, by which Khelat was acknowledged to be a dependency of Cabul, became a dead letter. In 1842 a proposal was made to conclude a supplementary Treaty, by which pecuniary aid should be substituted for military support to the Khan ; but this suggestion was not acted upon. In 1854, however, when war between England and Russia was threatened, and it became of importance to strengthen British influence on the western frontier, a new Treaty (No. CXLVI.) was concluded with the Khan, which abrogated the Treaty of 1841, renewed the obligations of the Khan to oppose all the enemies of the British Government, to act in subordination to the British Government, to enter into no negotiations with other States without its consent, and to receive British troops into his country if such a measure should be deemed necessary. By this Treaty also the British Government granted to the Khan an annual subsidy of Rupees 50,000, on condition of his preventing his subjects from committing outrages within or near British territory, of his protecting merchants, and permitting no exactions on trade beyond certain specified duties.

Nusseer Khan died in 1857. It was afterwards discovered that he had been poisoned. There were three claimants for the succession, Azim Khan, brother of Mehrab Khan ; his son, of the same name ; and Khodadad Khan, half-brother of the late Chief. The last, an imbecile youth, was elected by the Chiefs, with whom, however, he soon embroiled himself. He also had to contend against the pretensions of Futh Khan, the brother of our nominee, Shah Newaz Khan, who was supported by Azad Khan, of Kharan. But for the countenance and support of the British Government, he could not have maintained himself in power for many days. In 1859 the British Government gave the Khan Rupees 50,000, in addition to the subsidy paid under the Treaty, to enable him to strengthen his hands and meet the cost of reducing the rebellious tribe of Murrees, who harassed the British frontier. This additional grant was paid for four successive years, but very little good resulted from it. The leading Chiefs of Khelat conspired against Khodadad

Khan, and on 17th March 1863, proclaimed his cousin, Sherdil Khan, as their ruler. The town and fort of Khelat were surrendered to the rebels without a show of defence. Sherdil Khan was murdered in May 1864, and Khodadad Khan was re-elected Chief of the State. He was recognized by the British Government as Khan of Khelat, and the payment of the subsidy of Rupees 50,000, under the Treaty of 1854, which had been suspended during the disturbances in the country was revived.

The history of Khelat since the re-election of Khodadad Khan has been marked by constant conflicts between the Khan and his turbulent subjects. In quelling partial risings prompted either by the personal grievances or ambition of individual feudatories, he met with a certain amount of success. The Jalawan Chief, Taj Mahomed Khan, was taken prisoner and placed in confinement where he soon afterwards died, and the Jam of Lus Beyla was forced to take refuge in British territory. But in 1871 a combination of the Brahui Chiefs ended in open rebellion. The causes of their discontent were alleged to be the resumption by the Khan of their hereditary lands and his introduction of changes in the constitution which deprived them of that share in the administration to which by the customs of the country they considered themselves entitled. The Khan, finding himself unable to coerce his subjects, implored British aid and delegated to the Commissioner in Sind full powers to mediate a settlement of the dispute. The malcontents were summoned to Jacobabad and an arrangement was effected, by which the Khan consented to restore to the Sirdars their confiscated lands, to grant them the allowances customary in the time of Meer Nusseer Khan, the younger, and to allow them to reside peaceably on their estates on condition of paying proper allegiance. They, on the other hand, were to restore to the proper owners all property plundered by them during their rebellion, the Khan consenting to forego all such claims in regard to his own property. The opportunity was taken to impress upon the Sirdars the duty of obedience to the legitimate authority of the Khan, and to warn the latter that he would not be countenanced in high-handed interference with the rights of his subjects.

These arrangements, however, were distasteful to the Khan: annoyed at the part taken in promoting them by his minister, Wullee Mahomed Khan, and yielding to the counsels of unworthy favorites he quarrelled with the former, and it was not until the Political Agent, whose appointment after remaining in abeyance since 1864 had been recently revived, was on the point

of leaving Khelat that he consented to restore the minister to his former position and dismiss the favorites. Finding his efforts to procure their recall unavailing the Khan ceased to look after his administration, took no steps to remedy the disorder which prevailed in Lus Beyla, or to compensate merchants for the plunder of their caravans and surrendered himself to fresh favourites. In March 1873 the Political Agent, accompanied by the minister, withdrew from Khelat territory. In accordance with the conditions of the Treaty of 1854, the payment of the annual subsidy to the Khan was withheld, and he was informed that his obligations under the Treaty to protect trade and secure the peace of the frontier remained unaltered, but that in the event of disturbances occurring on the frontier, the British Government would be compelled to take its own measures for preserving order.

With a view to secure unanimity of action in dealing with the Murree and Boogtee tribes, the control of the relations of Government with these tribes was in 1871 placed in the hands of the Political Superintendent, Upper Sind Frontier, to whom the Deputy Commissioner, Dera Ghazi Khan, was made subordinate in respect of these tribes. An addition to the sum of Rupees 32,400 previously paid to these tribes for service on the Punjab frontier was authorized, with a view to maintain the tranquillity of the Sind as well as of the Punjab frontier, and was to be paid to the Chiefs in the name of the Khan. This plan of dealing with the frontier tribes through the Khan proved ineffectual. During the rebellion against the Khan the attitude of the Murrees and Boogtees was uncertain: at its close an attack, said to have been instigated by the Khan, was made by the Brahuīs on that section of the Murrees to which the protection of the Bolan Pass had been entrusted. They retaliated by plundering caravans, and a chronic state of disorder ensued. Under these circumstances the Khan was informed that until he showed both a willingness and an ability to put an end to plundering and outrages near the British frontier, the British Government would take its own measures to protect its territories and subjects. Subjects of Khelat committing offences in British territory if apprehended there would receive the utmost penalty of the law, and if they succeeded in escaping into Khelat would be followed and punished. To carry out this policy the police force on the Sind frontier from the sea to Jacobabad has been strengthened, and arrangements have been set on foot for maintaining the existing system of service.

In 1862 the Khan of Khelat signed an Agreement (No. CXLVII.) by which the boundary between Sind and Khelat was defined.

In 1863 a Convention (No. CXLVIII.) was made with Khodadad Khan, by which he engaged to secure the protection of the Mekran telegraph within the territories of his feudatory Chiefs in consideration of a subsidy of Rupees 5,000 a year to be paid to the Chiefs, and authorized the British Government to make their own arrangements for subsidizing his feudatories. During the revolution in Khelat this convention was declared to be in abeyance.

*Beyla or Lus.*—The province of Lus is said to have been granted to an ancestor of the Jam of Beyla by Abdullah Khan, of Khelat, as a reward for services in the field. The conditions of the tenure were that the Jam should acknowledge the supremacy of the Khan and maintain a body of troops for service when required. On the death of Abdullah Khan, the grant was confirmed by Mahabut Khan to Jam Ali, from whom the present Chief, Jam Meer Khan, is regularly descended.

The present Jam succeeded his father Jam Meer Ali about the year 1830. For several years he endeavoured to throw off allegiance to Khelat and make himself independent. The last occasion was in 1868 when he permitted the Jalawan Brahuis to lay waste the Khan of Khelat's territories, appropriated the revenues of two State villages, and threatened to renew hostilities with the Khan. The latter profiting by experience took the initiative and sent a force against the Jam, who sought refuge in British territory. At the instance of the British Government the Khan allowed him an income of Rupees 8,000 per annum on condition that he remained within British borders and abstained from intriguing in the affairs of Khelat. This allowance he has declined to receive, borrowing what he requires from merchants in Lus, therefore after meeting all necessary charges the balance is credited to the Khan. The Jam at first resided at Kurrachee, but as he still continued to foment rebellion in Khelat and to hold treasonable correspondence with the subjects of the Khan, he was deported to Hyderabad and thence to Poona, where he now is. In 1874 his son Ali Khan escaped from Hyderabad, where he was under surveillance, and returned to Beyla.

In December 1861 an Agreement (No. CXLIX.) was made with Jam Meer Khan for the protection of that portion of the Mekran telegraph which



traverses Lus, in consideration of a subsidy of Rupees 10,000 a year, which was afterwards increased to Rupees 15,000.

The population of the Jam's territories is estimated to be about 60,000 souls, and the revenues about Rupees 25,000 from sea-customs and Rupees 10,000 from an assessment on cultivated lands. The area of Lus is about 5,000 square miles.

*Kedj*.—This is the most western of the provinces tributary to Khelat and was formerly the capital of Mekran when the several provinces of that country were united under the government of the Malik family. The Maliks were ousted by the Boleidee family in the latter part of the seventeenth century, and Mekran became divided into separate Chiefships. The Boleidee Ameers probably ruled over Kedj for about three generations when it fell into the hands of the Gitchkis of Rajpoot extraction, who had adopted the Zikree faith. It was during the rule of Nusseer Khan of Khelat that Kedj first passed into the power of the Chiefs of that State. Thenceforward until recent times the Gitchkis made frequent attempts to shake off the Khelat yoke. In the time of Mahomed Khan, son of Nusseer Khan, they temporarily recovered their independence, but lost it again in the time of Mehrab Khan. About 1831 Sheik Kasim Gitchki, father of the present head of the family, Meer Bhayan, rose in rebellion and killed the Khan's deputy, but was eventually obliged to submit. Half the revenue of Kedj is still devoted to the Gitchki family, who also retain a nominal Chiefship both in Kedj and in other places. The present Naib of Kedj however, Faqueer Noor Mahomed, of the Bezunjoo tribe, derives his authority entirely from the Khan of Khelat, though he has strengthened himself by alliances with Meer Bhayan Gitchki and other local families. The population of Kedj is about 10,000 souls.

In 1862 an Engagement (No. CL.) was made with him, by which he agreed for an annual subsidy to protect the Mekran telegraph which passes through his territories. The subsidy granted is Rupees 6,000, of which Rupees 1,000 are paid to the Chief of Pusnee.

In 1868 an Engagement (No. CLI.) was concluded with Faqueer Mahomed, by which, in consideration of a payment of Rupees 1,500 per annum, in addition to the subsidy formerly paid to him, he agreed on behalf of himself and Meer Bhayan Gitchki to protect the line of telegraph from the Gwadur to the Baho boundary in the Dusht.

To the west of Kedj lie a number of petty Chiefships, which, under Boleidee and Gitchki rule, formed part of Mekran. Dissensions among these Chiefs and their raids on Persian territory afforded Persia opportunities, which she was not slow to improve, of extending her frontier to the eastward until she had not only exacted tribute from the whole of Mekran westward of Kedj except a portion of the sea-coast about Charbar and Gwadur, but asserted claims of sovereignty over Kedj and its dependencies, which were under the authority of the Khan of Khelat.

The British Government having Treaty relations with Khelat could not view with indifference the threats of aggression which were constantly held over the Khan's subjects in Kedj, and the expediency of putting a stop to these proceedings on the part of the Persian frontier authorities was impressed on the minister of the Shah. A proposal was then made by the Shah that the boundaries between Persia and Khelat should be defined by Commissioners on the part of England, Persia, and Khelat. To this the British Government assented, and the Commissioners met on the frontier. The discussion was terminated at Teheran by the acceptance by the Shah in September 1871 of the opinion contained in a memorandum by Major-General Goldsmid, the British Commissioner. According to this memorandum Punjgoor and Parum and other dependencies with Kohuk; Boleidee, including Zamiran and other dependencies; Mund, including Toomp, Nusseerabad, Kedj, and all districts, dehs, and dependencies to the eastward; and Dasht with its dependencies as far as the sea were declared to be beyond the Persian frontier.

Claims were afterwards put forward by Persia to the small district of Kohuk below the frontier districts of Jalk and Kallegan on the Persian side. Without pronouncing any opinion as to whether Kohuk was Persian territory or not the British Government agreed that the boundary line of Khelat should be drawn to the east of Kohuk. Kohuk was occupied by the Persians in May 1874. See Persia p. 365.

*Baho and Dustyaree.*—An Engagement (No. CLII.) was taken in 1868 from Mahomed Ali and Deen Mahomed, Chiefs of Baho and Dustyaree, to protect the telegraph line between the Dusht and Charbar in return for an annual payment to them of Rupees 1,000 each.

*Geh.*—A similar Engagement (No. CLIII.) was made with Shah Nusrut as representative of the family of Mir Abdullah, Chief of Geh, who had died

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a short time previously, by which Shah Nusrut undertook the protection of the line between Charbar and Sadeich in return for a payment of Rupees 3,000 per annum. In 1875 in consequence of injuries to the telegraph line a portion of this subsidy was withheld.

Abd-oon-Nubbi and Meer Ali, Chiefs of Jask, receive Rupees 40 and 30 per mensem respectively for the protection of the line from Sadeich to Jagin and from Jagin to Jask.

## No. CXLV.

TREATY entered into between the GOVERNMENT of INDIA and MEER NUSSEER KHAN, Chief of Khelat.

Whereas Meer Nusseer Khan, son of Mehrab Khan, deceased, having tendered his allegiance and submission, the British Government and His Majesty Shah Suja-ool-moolk recognise him, the said Nusseer Khan, and his descendants as Chief of the principality of Khelati-Nusseer on the following terms:—

## ARTICLE 1.

Meer Nusseer Khan acknowledges himself and his descendants the vassals of the King of Cabool, in like manner as his ancestors were formerly the vassals of His Majesty's ancestors.

## ARTICLE 2.

Of the tracts of country resumed on the death of Meer Mehrab Khan, namely, Cutchee, Moostung, and Shawl, the two first will be restored to Meer Nusseer Khan and his descendants through the kindness of His Majesty Shah Suja-ool-moolk.

## ARTICLE 3.

Should it be deemed necessary to station troops, whether belonging to the Honourable Company or Shah Suja-ool-moolk, in any part of the territory of Khelat they shall occupy such positions as may be thought advisable.

## ARTICLE 4.

Meer Nusseer Khan, his heirs and successors, will always be guided by the advice of the British officer residing at his Durbar.

## ARTICLE 5.

The passage of merchants and others into Afghanistan from the river Indus on the one side, and from the sea-port of Soumeecance on the other, shall be protected by Meer Nusseer Khan as far as practicable, nor will any aggression be practised on such persons, or any undue exactions made beyond an equitable toll to be fixed by the British Government and Meer Nusseer Khan.

## ARTICLE 6.

Meer Nusseer Khan binds himself, his heirs and successors, not to hold any political communication or enter into any negotiations with foreign powers without the consent of the British Government and of His Majesty Shah Suja-ool-Moolk, and in all cases to act in subordinate co-operation with the governments of British India and of the Shah; but the usual amicable correspondence with neighbours to continue as heretofore.

## ARTICLE 7.

In case of an attack on Meer Nusseer Khan by an open enemy, or of any difference arising between him and any foreign power, the British Govern-

ment will afford him assistance or good offices as it may judge to be necessary or proper for the maintenance of his rights.

ARTICLE 8.

Meer Nusseer Khan will make due provision for the support of Shah Newaz Khan, either by pension to be paid through the British Government, on condition of that Chief residing within the British territory, or by grant of estates within Khelat possessions, as may hereafter be decided by the British Government.

*Done at Khelat this 6th day of October A.D. 1841, corresponding with the 20th Shaban A.H. 1257.*

Seal.

(Sd.) MEER NUSSEER  
KHAN.

Seal.

(Sd.) AUCKLAND.

Ratified and signed by the Right Honourable the Governor General of India in Council, at Fort William in Bengal, this 10th day of January 1842.

(Sd.) T. H. MADDOCK,  
*Secretary to the Government of India.*

No. CXLVI.

TREATY between the BRITISH GOVERNMENT and NUSSEER KHAN, Chief of Khelat, concluded on the part of the British Government by MAJOR JOHN JACOB, C.B., in virtue of full powers granted by the MOST NOBLE the MARQUIS of DALHOUSIE, K.T., &c., Governor General of India, and by MEER NUSSEER KHAN, Chief of Khelat.

Whereas the course of events has made it expedient that a new agreement should be concluded between the British Government and Meer Nusseer Khan, Chief of Khelat, the following Articles have been agreed on between the said government and His Highness:—

ARTICLE 1.

The Treaty concluded by Major Outram between the British Government and Meer Nusseer Khan, Chief of Khelat, on the 6th October 1841, is hereby annulled.

ARTICLE 2.

There shall be perpetual friendship between the British Government and Meer Nusseer Khan, Chief of Khelat, his heirs and successors.

## ARTICLE 3.

Meer Nusseer Khan binds himself, his heirs and successors, to oppose to the utmost all the enemies of the British Government, in all cases to act in subordinate co-operation with that government, and to enter into no negotiation with other States without its consent, the usual friendly correspondence with neighbours being continued as before.

## ARTICLE 4.

Should it be deemed necessary to station British troops in any part of the territory of *Khelat*, they shall occupy such positions as may be thought advisable by the British Authorities.

## ARTICLE 5.

Meer Nusseer Khan binds himself, his heirs and successors, to prevent all plundering or other outrage by his subjects within or near British territory; to protect the passage of merchants to and fro between the British dominions and Afghanistan, whether by way of Sindh or by the sea-port of Soumeeanee, or other sea-ports of Mekran, and to permit no exactions to be made beyond an equitable duty to be fixed by the British Government and Meer Nusseer Khan, and the amount to be shown in the Schedule annexed to this Treaty.

## ARTICLE 6.

To aid Meer Nusseer Khan, his heirs and successors, in the fulfilment of these obligations, and on condition of a faithful performance of them year by year, the British Government binds itself to pay to Meer Nusseer Khan, his heirs and successors, an annual subsidy of fifty thousand (50,000) Company's Rupees.

## ARTICLE 7.

If during any year the conditions above mentioned shall not be faithfully performed by the said Meer Nusseer Khan, his heirs and successors, then the annual subsidy of fifty thousand (50,000) Company's Rupees will not be paid by the British Government.

*Done at Mustoong this fourteenth day of May one thousand eight hundred and fifty-four.*

(Sd.) JOHN JACOB, Major,

MUSTOONG, }  
14th May 1854. }

*Political Superintendent and Commandant  
on the frontier of Upper Sindh.*

SCHEDULE showing amount of duty to be levied on merchandize passing through the dominions of the Khan of *Khelat* referred to in Article V. of this Treaty.

On each camel-load, without respect to value, from the northern frontier to the sea, either to Kurrachee or other port, Company's Rupees 6.

On each camel, as above, from the northern frontier to Shikarpore, Company's Rupees 5.

The same duties to be levied on merchandize passing in the contrary direction from the sea, or from Sindh to the Khelat territory.

(Sd.) JOHN JACOB, *Major,*  
*Political Superintendent and Commandant*  
*on the frontier of Upper Sindh.*

The foregoing Articles of Treaty having been concluded between the British Government and the Khan of Khelat, and signed and sealed by Major John Jacob, c.b., on the one part, and Meer Nusseer Khan on the other, at Mustoong, on the 14th May A.D. 1854, corresponding with 16th Shaban A.H. 1270, a copy of the same will be delivered to His Highness, duly ratified by the Governor General in Council, within two months from this date.

(Sd.) DALHOUSIE.  
 „ J. DORIN.  
 „ J. LOW.  
 „ • J. P. GRANT.  
 „ B. PEACOCK.

Ratified by the Most Noble the Governor General in Council, Fort William, this 2nd day of June 1854.

(Sd.) G. F. EDMONSTONE,  
*Secretary to the Government of India.*

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## No. CXLVII.

TRANSLATION of an AGREEMENT made by HIS HIGHNESS the KHAN of KHELAT, dated 24th Suffer 1279, corresponding with A. D. 21st August 1862.

I, Meer Khodadad Khan, the Khan of Khelat, do hereby voluntarily state that a Surveying Officer, on the part of the British Government, and Shahbaz Khan, Agent on the part of the Government of Beloochistan, were appointed to define the boundary between my territory and that of the British.

They thoroughly examined the boundary according to the detail of dures or pillars numbered 1 to 8 and 14 to 30: the settlement of this portion was accepted and approved by my late brother, Meer Nusseer Khan, and I also accept and approve of the same.

The following is the detail of boundaries defined subsequent to the demise of my brother between pillars Nos. 8 and 14, and approved by the Governments both of British India and of Beloochistan. This definition I also accept and approve:—

*Details.*

1. Koh Siah Ali.	10. Hara.
2. Rungoo.	11. Kuchruk.
3. Mogro.	12. Koh Kulan.
4. Kukro.	13. Shukloo.
5. Hahoo.	14. Dang Chungo.
6. Khubar Gulo.	15. Gogird Dana.
7. Mungur.	16. Loandee.
8. Jehluk.	17. Guro.
9. Chung.	

No. CXLVIII.

CONVENTION between the BRITISH GOVERNMENT and HIS HIGHNESS KHODADAD KHAN, KHAN of KHELAT and BELOOCHISTAN, for the extension of the Electric Telegraph through such portions of the dominions of His Highness in Mekran as lie between the western boundary of the province under the feudatory rule of the Jam of Beyla and the eastern boundary of the territory of Gwadar.

ARTICLE 1.

That His Highness the Khan of Khelat shall afford protection to the line of telegraph and to the persons employed in its construction and maintenance through the tract of the country lying between the western boundary of the province under the rule of the Jam of Beyla and the eastern boundary of the Gwadar territory.

ARTICLE 2.

That the British Government shall be at liberty to erect stations in such parts of the said country as they may deem most convenient for telegraph purposes.

ARTICLE 3.

That the material of the telegraph may be landed, free of duty, wherever the British Government may think most convenient on His Highness's coast.

ARTICLE 4.

That the cost of material, labour, landing charges, housing, provisions, &c., shall be borne by the British Government, who will also make any arrangements they may consider most convenient regarding their own supplies, labour, &c., His Highness the Khan undertaking that no impediment shall be thrown in their way, but that, on the contrary, every protection and assistance shall be afforded on his part.



## ARTICLE 5.

That for the protection of the line and those employed upon it, the British Government will agree to pay the annual sum of Rupees five thousand (5,000), and His Highness the Khan of Khelat is not to be called upon to go to any further expense than the above sum.

## ARTICLE 6.

That His Highness the Khan shall give notice through the Political Agent to the British Government of the proportions of the sum above mentioned which he may wish to be paid to the various Chiefs to whom he will entrust the conservation of the line, it being understood that the whole sum paid by the British Government for that purpose will be expended amongst the Chiefs and people through whose country the line passes. On receipt of His Highness's wishes in this respect, the sums will be paid to the named parties through the Political Agent or other officer appointed by the British Government.

## ARTICLE 7.

That annual payment will commence from the date that the telegraph officers may report that 50 miles of the line have been erected, and that its conservation is complete for that distance.

## ARTICLE 8.

That any disagreement between the Telegraph officials and the subjects of His Highness the Khan of Khelat shall be referred to the Political Agent at Khelat if it cannot be satisfactorily settled on the spot by the Telegraph officers in communication with the Agent of His Highness.

## ARTICLE 9.

Continued obstruction or injury to the line may cause revocation of this agreement at any time on the part of the British Government.

(Sd.) M. GREEN, *Major*,

CAMP KUSHMORE, }  
The 20th Feb. 1863. }

*Actg. Political Agent to the Court of*  
*His Highness the Khan of Khelat.*

ADDITIONAL CLAUSE (X.) of a CONVENTION with HIS HIGHNESS the KHAN of Khelat, for the passage of the Electric Telegraph through his Mekran territory.

## ARTICLE 10.

That His Highness the Khan of Khelat, with the view of accelerating the erection of the Electric Telegraph, agrees that the English Government may subsidize and make their own arrangements with the tribes (his subjects) in Mekran.

It being understood that the above shall not include any cession of Khelat territory without his (the Khan's) consent, and that, should offices or buildings be erected, their sites shall always be considered as belonging to the Khelat Government.

On the part of the British Government,

JACOBABAD, UPPER SINDH; }  
The 23rd March 1863. }

(Sd.) M. GREEN, *Major,*  
*Actg. Political Agent at Khelat.*

Seal.

(Sd.) KHODADAD KHAN,  
*Ruler of Khelat.*

### No. CXLIX.

TRANSLATION OF AGREEMENT with the JAM of BEYLA, dated the 21st December 1861.

Whereas it is in contemplation to carry on, as far as India, the communication now opened between Great Britain and other high States of Europe and Asia by continuing the line of Electric Telegraph from Constantinople and Bagdad, through Persia and Beloochistan, to Kurrachee, and whereas in the prosecution of this scheme of universal benefit, it has become necessary to take measures for the security and protection of the said contemplated line, the high government of Bombay have deputed Major F. J. Goldsmid for the special purpose of entering into such negotiations with the several Chiefs holding territory between Kurrachee and Gwadur as may be deemed necessary for the due furtherance of the aforesaid undertaking.

Now the line of coast from the Hubb River to Khos Kulmut or its vicinity, a distance of 240 measured miles, being within the territory of Jam Meer Khan, Chief of Lus Beyla, the undersigned, Major F. J. Goldsmid, on the part of the British Government, and with the knowledge and consent of its firm ally, Khodadad Khan, ruler of the sovereign State of Khelat, hereby makes agreement with Jam Meer Khan aforesaid for the construction, maintenance, and protection of the line of Telegraph between the above-mentioned places.

The detailed agreement is as follows :—

#### ARTICLE 1.

The materials for the line may be landed on any part of the coast between the Hubb River and Khos Kulmut, and all reasonable assistance will be rendered by the local authorities in ensuring its security and facilitating its construction, due payment being made for labour or articles supplied.

#### ARTICLE 2.

There will be two Telegraph stations erected for the residence and office of signallers, one at Soumeeanee and one at Ormara.

## ARTICLE 3.

All individuals authoritatively employed in the construction, maintenance, or use of the line aforesaid shall receive such protection and assistance from the local authorities as will enable them to prosecute their work without let or hindrance, due payment to be made for labour or articles supplied.

## ARTICLE 4.

A sum of Rupees 10,000\* yearly shall be paid by the Political Agent at Khelat to the Jam of Beyla, on the understanding that he keeps up an establishment of not less than        men, on salaries of Rupees        per mensem in the aggregate, for the due protection of the line, and rendering such assistance as from time to time may be required by the Telegraph employés stationed on the coast.

## ARTICLE 5.

Should it be authoritatively reported at any time that the said establishment is insufficient, and such injury be done to the line as would lead to the belief that due care was not exercised in its protection, the Political Agent, Khelat, will be empowered to call upon the Jam of Beyla to make such additional payment as will not exceed in the whole the amount of full yearly subsidy.

## ARTICLE 6.

The annual payment to the Jam will commence from the date that five miles of Telegraph wire may be reported set up; all intermediate payment being made according to labour or articles supplied as previously provided.

## ARTICLE 7.

Complaints against individuals in the employ of the Telegraph Department not capable of satisfactory adjustment will be referred to the Political Agent at Khelat. Any cases of urgency, whether in the nature of a complaint or otherwise affecting such persons, may be referred to the Magistrate or Commandant of Police at Kurrachee as exceptional, should occasion require.

## ARTICLE 8.

Continued obstruction or injury to the line may cause revocation of this agreement on the part of government at any time.

The agreement made between the parties hereto as above defined is to be considered dependent for completion and effect upon the approval of the Bombay Government.

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Approved by the Governor General of India in Council on 19th August 1862.

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\* The amount of yearly payment must depend on further reference as to the actual work required. But the undersigned is of opinion that the full sum may be double that fixed for the pay of a watching establishment here entered. For instance, supposing such establishment to be Rupees 330 per mensem, the yearly amount would be Rupees 3,960, of which the double would be Rupees 7,920. This would be estimated in round numbers at Rupees 8,000.

## No. CL.

ABSTRACT TRANSLATION of an AGREEMENT passed, under date the 24th January 1862, by FUQUEER MAHOMED BEZUNJO, Naib of Kedge, to MAJOR F. J. GOLDSMID, Assistant Commissioner in Sindh, on behalf of the British Government.

Under instructions from His Highness the Khan of Khelat, Fuqueer Mahomed Bezunjo has presented himself before Major F. J. Goldsmid, Assistant Commissioner in Sindh, and learnt all the arrangements contemplated for the establishment of the proposed line of Telegraph. He states in the presence of that officer and Rais Rahmutoollah Khan, Agent of His Highness, that if the British Government intend to set the Electric Telegraph on the Mekran coast, he will use his best endeavours to protect and maintain it from Kalmut-bunder to Gwador-bunder, and will provide the men required for that purpose. For this service he shall receive through the Political Agent, Khelat, and with the consent of the Khan, the sum assigned and deemed proper by the British Government. He will also lend assistance to the due establishment of the Electric Telegraph by protecting the materials and stores in such manner that there shall be no obstruction to the work. It is understood that all articles supplied to the persons connected with the Telegraph shall be duly paid for by the receivers.

Provided always that his responsibility in the above matter depends on his holding the office of Naib of Kedge.

Signed in the presence of Major F. J. Goldsmid, Assistant Commissioner in Sindh, and in the presence of Rais Rahmutoollah, Agent of His Highness the Khan, under date the 24th January 1862.

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Note written before FUQUEER MAHOMED, of Kedge, and signed by RAIS RAHMUTOOLAH KHAN on the 1st February 1862.

The word "Gwador-bunder" shall be understood to comprise all lands within the recognized boundary of Gwador.

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Approved by the Governor General of India in Council on 19th August 1862.

## No. CLI.

TRANSLATION of an AGREEMENT entered into by the NAIB of KEDJ.

In continuation of, and in the terms of, the Agreement concluded in the year 1862 with the consent of the Khan of Beloochistan, Sirdar Meer Fuqueer Mahomed, Naib of Kedj, now undertakes to guarantee the protection of the Telegraph line from the Gwador to the Baho boundary, and also gives a similar assurance on the part of Meer Bhayan, Gitchki. The British Govern-

ment to pay the said Sirdar the sum of Rupees 1,500 annually, the Sirdar to place at the disposal of the Telegraph Superintendent two line-riders on Rupees 20 monthly each, to be stationed between Gwadur and Baho. The pay of these guards to be deducted from the said sum of Rupees 1,500 and paid to the men through the Telegraph Superintendent. This agreement to have effect from 1st January 1869.

The above memorandum was written on 11th February 1869, sealed by  
Fuqueer Mahomed.

Original sealed before me by Mulla Dora.

#### No. CLII.

TRANSLATION of an AGREEMENT made with the CHIEFS of BAHO and DUSTYAREE for protection of the Telegraph Line.

In consideration of the annual sum of Rupees 2,000 in equal shares of Rupees 1,000 each guaranteed to be made over to us by Colonel Goldsmid, Chief Director of the Telegraphs between India and the Telegraphs of other Governments, we, Deen Mahomed and Mahomed Ali, being the Chiefs of Baho Dustyaree, pledge ourselves to afford all security and protection in our power to the line of Telegraph about to be constructed by the British Government from the boundary of the Kedj territory up to Charbar.

We also agree to assist in every way the officers and employés of the said Telegraph, and to place at the disposal of the Telegraph officers, whenever required, at least four sowars at Rupees 20 each per month payable by the said officers.

This agreement to come into immediate effect, payment of subsidy being made half-yearly by Captain Ross or other British officers stationed at Gwadur, the first instalment being calculated from 1st January 1869.

Failure to fulfil the conditions here specified will cancel all claim to the subsidy.

Sealed by the above-named Meer Deen Mahomed and Meer Mahomed Ali in the presence of Colonel Goldsmid and Captain Ross, whose signatures are affixed in token of their engagements herein.

#### No. CLIII.

TRANSLATION of an AGREEMENT made with SHAH NUSRUT, Representative of the CHIEF of GEH, for the protection of the Telegraph Line.

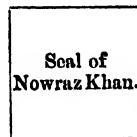
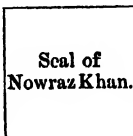
In consideration of the annual sum of Rupees 3,000 guaranteed to be made over to Shah Nusrut, on behalf of the widow of the late Mir Abdullah Khan, of Gaih, by Colonel Goldsmid, c.b., Director-in-Chief, Indo-European Telegraph, the aforesaid Shah Nusrut, on his own part and as representative of the Chieftom of Gaih, pledges himself to afford security and protection to the line of Telegraph about to be constructed from Charbar to Sadeich.

He further agrees in every way to assist the officers and employés of the said Telegraph in the work of construction and maintenance, on the understanding that they shall obtain, from the Chief of Gaih, as many mounted men as may be requisite, to be paid by the Telegraph officers at the rate of Rupees 20 per mensem for each man.

Payment of the said subsidy shall be made half-yearly by Captain Ross, or other British officer stationed at Gwadur; the first instalment to be calculated from 1st January 1869.

Should the aforesaid Shah Nusrut, on the part of the Chief of Gaih, fail to fulfil the above specified conditions, he shall forfeit all claim to the said subsidy, and this agreement shall be cancelled.

Sealed by Shah Nusrut and Nowraz Khan in presence of Colonel Goldsmid and Captain Ross, whose signatures are affixed in token of their engagement herein at Charbar, this fifth day of March 1869.



(Sd.)

F. J. GOLDSMID,  
*Lieutenant-Colonel.*  
E. C. ROSS,  
*Captain.*



## PART III.

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### TREATIES AND ENGAGEMENTS

RELATING TO

### STATES IN CENTRAL ASIA.

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#### **YARKUND OR KASHGARIA.**

*From a Report by SURGEON MAJOR H. W. BELLEW, C.S.I., and original papers  
in the Foreign Office.*

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YARKUND or Kashgaria was until a comparatively recent date subject to the Chinese who, invited originally by one of the factions of the then ruling Khoja dynasty, made themselves masters of the country early in the last century. In spite of several revolts headed by members of the Khoja family from their asylum in Khokand, the Chinese maintained their hold on Kashgaria until 1862. In that year however a religious insurrection of the Mahomedan Chinese called Tunganis took place and spread with rapidity over all the provinces of Kashgaria. In 1864 an outbreak occurred in the city of Kashgar and the Chinese Governor shut himself up in the fort of Yangi-shahr about five miles south of the city. A Kirghiz Chief, Sadeek Beg, was called in to restore order, but committed such excesses that he was expelled by the citizens. Joined by some Tungani troops he made several attempts to capture Kashgar, but finding himself unequal to the task sent an Envoy to the Khan of Khokand to offer the Government of the country to a descendant of its former rulers. The Khan accordingly despatched Buzurg Khan Khoja to Kashgar, and as he was unable at that time to render him any material aid, sent with him Yakoob Beg, a soldier of fortune, to raise what force he could.

Yakoob Beg, a native of Piskat near Tashkend, was Governor of the fort of Ak-Musjid (now fort Perovski) at the time of its capture by the Russians in August 1853, and from that time till his departure for Kashgar had taken a prominent part in the struggles between the different aspirants for power in Khokand.



Buzurg Khan Khoja was received with acclamation at Kashgar and was at once installed as Ruler: the real power however remained in the hands of Yakoob Beg, while Buzurg Khan abandoned himself to the lowest pleasures. Discontented at the elevation of Yakoob Beg, Sadeek Beg withdrew and raised a force to attack Kashgar, but was defeated and obliged to flee; his submission and that of other Kirghiz and Kalmuck Chiefs followed soon afterwards.

The eastern cities of Kashgaria had by no means welcomed the adventurers from Khokand, and in 1865 a large army from Koochar, Aksoo, and Ush Turfan marched on Kashgar, but was signally defeated by Yakoob Beg. This success was followed in September of the same year by the fall of the fort of Yangishahr.

Buzurg Khan, discontented at the secondary position in which he was placed by the brilliant successes of Yakoob Beg, attempted, with the aid of Sadeek Beg and the Tunganis, to assume the Government of Kashgar, and sent a force against Yakoob Beg, then absent on an expedition against the city of Yarkund. Yakoob Beg hastened back, defeated his adversaries and besieged Buzurg Khan in the fort of Yangishahr. The fort fell after a siege which lasted six weeks, and Buzurg Khan was deprived of all authority and kept in honorable captivity by the victor. He continued however to intrigue for the throne, and was therefore imprisoned in the fort of Yangi Hissar: on his release he returned to his home in Khokand.

Yakoob Beg having got rid of his rivals assumed the government with the title of Badoulut. The Khoja family still maintained an independent position in the eastern provinces, and shortly after the imprisonment of Buzurg Khan, a large army from Koochar marched on Yarkund and expelled the Badoulut's Governor. Yakoob Beg advanced against the enemy and after a severe struggle regained possession of the city. After this success he adopted the title of Atalik Ghazi. Early in 1866 the Atalik Ghazi obtained possession of the rich city and province of Khoten to the south-east of Kashgar, and during that and the following year received the submission of the rulers of Ush Turfan, Aksoo, Koochar, and Koorla, on the north-eastern frontier of his dominions, where the Khojas had endeavoured to establish a rival principality of confederated States.

In 1869 Kashgaria was visited by Messrs. Shaw and Hayward who were received with kindness by its ruler. Towards the end of the same year the

Atalik Ghazi sent an envoy to India to express his wish for the establishment of friendly relations with the British Government, the development of trade, and the visit of a British officer to his capital. Accordingly a mission composed of Mr. Forsyth, Mr. Shaw, and Dr. Henderson proceeded to Yarkund in 1870 with a friendly letter to the Atalik Ghazi. In the meantime the Tunganis of Ush Turfan and Orumtsi had assembled in great force and advanced on Koochar: to quell these disturbances the Atalik Ghazi was compelled to proceed to the frontier in person and was thus absent from Yarkund on the arrival there of the mission. As there was no immediate prospect of the Atalik Ghazi's return from the frontier the mission left Yarkund on its return to India in September 1870. In the following year the Atalik Ghazi again opened friendly negotiations by despatching an envoy with letters for Her Majesty, the Queen and the Viceroy of India.

In 1872 a Russian Embassy visited Yarkund and a commercial Treaty\* was concluded between the Russians and the Atalik Ghazi by which the

\* *Conditions of Free Trade proposed by General Aide-de-Camp VON KAUFMANN to YAKUB-BEK, Chief of Djety-Shahr.*

I. All Russian subjects, of whatsoever religion, shall have the right to proceed for purposes of trade to Djety-Shahr, and to all the localities and towns subjected to the Chief of Djety-Shahr, which they may desire to visit, in the same way as the inhabitants of Djety-Shahr have hitherto been and shall be in the future entitled to prosecute trade throughout the entire extent of the Russian Empire. The honourable Chief of Djety-Shahr undertakes to keep a vigilant guard over the complete safety of Russian subjects within the limits of his territorial possessions, and also over that of their caravans, and in general over everything that may belong to them.

II. Russian merchants shall be entitled to have caravanserais, in which they *alone* shall be able to store their merchandize, in all the towns of Djety-Shahr in which they may desire to have them. The merchants of Djety-Shahr shall enjoy the same privilege in the Russian villages.

III. Russian merchants shall, if they desire it, have the right to have commercial agents (caravanbashis) in all the towns of Djety-Shahr, whose business it is to watch over the regular courts of trade and over the legal imposition of customs dues. The merchants of Djety-Shahr shall enjoy the same privilege in the towns of Turkistan.

*Conditions pour la liberté du commerce, proposées par l'aide de camp général VON KAUFMANN au chef de Djita-Schahr, YAKOUB BEK.*

I. Tous les sujets russes, à quelque religion qu'ils appartiennent, ont le droit de se rendre pour affaires de commerce à Djita-Schahr et dans toutes les localités et villes soumises au chef de Djita-Schahr qu'ils voudront visiter,—tout comme les habitants de Djita-Schahr étaient autorisés jusqu'à présent et le seront à l'avenir à faire le commerce sur toute l'étendue de l'empire de Russie. L'honorable chef de Djita-Schahr s'engage à veiller avec vigilance à la complète sécurité des sujets russes se trouvant dans les limites de ses possessions territoriales ainsi que de leurs caravanes, et en général de tout ce qui leur appartient.

II. Les marchands russes seront autorisés à avoir dans toutes les villes de Djite-Schahr, là où ils le désireront, des caravansérails dans lesquels ils pourront exclusivement déposer leurs marchandises. Les marchands de Djita-Schahr jouiront du même droit dans les villes russes.

III. Les marchands russes ont le droit s'ils le désirent, d'avoir dans toutes les villes de Djita-Schahr leurs agents de commerce (caravanbachi) qui auront pour mission la surveillance de la marche régulière du commerce et de la perception légale des droits de douane. Les marchands de Djita-Schahr jouissent du même droit dans les villes du Turkistan.

former secured the privilege of trading without molestation in Yarkund subject to a maximum duty of  $2\frac{1}{2}$  per cent. on Russian goods entering the country.

Early in 1873 Syud Yakoob Khan Torrah arrived in India as an envoy from the Atalik Ghazi and after discussing the measures considered desirable for placing the relations between the British Government and Yarkund on a satisfactory footing, proceeded to Constantinople. During his absence arrangements for the despatch of a second mission to Yarkund were made. Mr. Forsyth was placed in charge and the party having been joined *en route* by Syud Yakoob Khan reached Yarkund in November 1873. On the occasion of the Syud's mission to Constantinople, the Sultan conferred upon the Atalik Ghazi the title of Ameer-ool-Moomineen. Yakoob Beg now changed his name to Yakoob Khan and assumed the title of Ameer.

The British envoy was formally received by the Ameer at Kashgar in December 1873, and on the 2nd February 1874 a commercial Treaty (No. CLIV.) was signed between the British Government and the Ameer of Yarkund, and ratified by the Governor-General of India on the 13th April following.

The mission returned to India in the summer of 1874, and the ratified copy of the Treaty was presented to the Ameer by Mr. Shaw in October 1874.

IV. All merchandize transported from Russia to Djety-Shahr, or from that province into Russia shall be liable to a tax of  $2\frac{1}{2}$  per cent. *ad valorem*. In every case this tax shall not exceed the rate of the tax taken from Mussulmans being subject to Djety-Shahr.

V. Russian merchants and their caravans shall be at liberty, with all freedom and security, to traverse the territories of Djety-Shahr in proceeding to countries counterminous with that province. Caravans from Djety-Shahr shall enjoy the same advantages for passing through territories belonging to Russia.

These conditions were sent from Tashkend on the 9th of April 1872.

General von Kaufmann I., Governor-General of Turkistan, signed the Treaty and attached his seal to it.

In proof of his assent to these conditions, Mahomed Yakoob, Chief of Djety-Shahr, attached his seal to them at Yangy-Shahr on the 8th of June 1872.

IV. Toutes les marchandises se rendant de Russie à Djita-Schara ou de cette province en Russie seront soumises à une taxe de  $2\frac{1}{2}\%$  de la valeur des marchandises. En toute cas cette taxe ne doit pas dépasser le chiffre de celle qui est prélevée sur les musulmans, sujets de Djita-Schara.

V. Les marchands russes et leurs caravanes, peuvent traverser en toute liberté et sécurité le territoire de Djita-Schara pour se rendre dans les contrées limitrophes de cette province. Les caravanes de Djita-Schara jouiront des mêmes avantages pour traverser les territoires appartenant à la Russie.

Ces conditions ont été envoyées de Tachkent le 9 avril 1872.

Le gouverneur général du Turkestan, M. Paide de camp général de Kauffmann Ier, a signé ce traité et y a apposé son sceau.

Comme preuve de son assentiment à ces conditions, le chef de Djita-Schara, Mouhammed-Yacoub les a revêtues de son sceau à Jaugyschar le 8 juin 1872.

Yarkund, which may be said to lie between the Tianshan and Karakorum mountains on the north and south, and between the desert of Gobi on the east and the eastern slopes of the Pamir on the west, has an area of about 244,000 square miles. The population is estimated at about 1,015,000 souls. There are no reliable data on which to found an estimate of the revenue. The army is about 20,000 strong composed of artillery and irregular cavalry; the troops are well armed with rifles of an English pattern.

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## No. CLIV.

TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS the AMEER MAHOMED YAKOOB KHAN, RULER of the TERRITORY of KASHGAR and YARKUND, his heirs and successors, executed on the one part by THOMAS DOUGLAS FORSYTH, C.B., in virtue of full powers conferred on him in that behalf by HIS EXCELLENCY the RIGHT HON'BLE THOMAS GEORGE BARING, BARON NORTHBROOK of STRATTON and a BARONET, MEMBER of the PRIVY COUNCIL of HER MOST GRACIOUS MAJESTY the QUEEN of GREAT BRITAIN and IRELAND, GRAND MASTER of the MOST EXALTED ORDER of the STAR of INDIA, VICEROY and GOVERNOR-GENERAL of INDIA in COUNCIL, and on the other part by SYUD MAHOMED KHAN TOORAH, MEMBER of the 1st CLASS of the ORDER of MEDJEDIE, &c., in virtue of full powers conferred on him by HIS HIGHNESS.

Whereas it is deemed desirable to confirm and strengthen the good understanding which now subsists between the high contracting parties, and to promote commercial intercourse between their respective subjects, the following Articles have been agreed upon :—

## ARTICLE I.

The high contracting parties engage that the subjects of each shall be at liberty to enter, reside in, trade with, and pass with their merchandize and property into and through all parts of the dominions of the other, and shall enjoy in such dominions all the privileges and advantages with respect to commerce, protection, or otherwise, which are or may be accorded to the subjects of such dominions, or to the subjects or citizens of the most favored nation.

## ARTICLE II.

Merchants of whatever nationality shall be at liberty to pass from the territories of the one contracting party to the territories of the other with their merchandize and property at all times and by any route they please ; no restriction shall be placed by either contracting party upon such freedom of transit unless for urgent political reasons to be previously communicated to the other ; and such restriction shall be withdrawn as soon as the necessity for it is over.

## ARTICLE III.

European British subjects entering the dominions of His Highness the Ameer for purposes of trade or otherwise must be provided with passports certifying to their nationality. Unless provided with such passports they shall not be deemed entitled to the benefit of this Treaty.

## ARTICLE IV.

On goods imported into British India from territories of His Highness the Ameer by any route over the Himalayan passes which lie to the south of His Highness' dominions, the British Government engages to levy no import duties. On goods imported from India into the territories of His Highness the Ameer no import duty exceeding  $2\frac{1}{2}$  per cent. *ad valorem*

shall be levied. Goods import as above into the dominions of the contracting parties may, subject only to such excise regulations and duties and to such municipal or town regulations and duties as may be applicable to such classes of goods generally, be freely sold by wholesale or retail and transported from one place to another within British India and within the dominions of His Highness the Ameer respectively.

#### ARTICLE V.

Merchandize imported from India into the territories of His Highness the Ameer will not be opened for examination till arrival at the place of consignment. If any disputes should arise as to the value of such goods, the Customs Officer or other officer acting on the part of His Highness the Ameer shall be entitled to demand part of the goods at the rate of one in forty in lieu of the payment of duty. If the aforesaid Officer should object to levy the duty by taking a portion of the goods, or if the goods should not admit of being so divided, then the point in dispute shall be referred to two competent persons, one chosen by the aforesaid Officer and the other by the importer, and a valuation of the goods shall be made, and if the referees shall differ in opinion, they shall appoint an arbitrator whose decision shall be final, and the duty shall be levied according to the value thus established.

#### ARTICLE VI.

The British Government shall be at liberty to appoint a Representative at the Court of His Highness the Ameer and to appoint Commercial Agent subordinate to him in any towns or places considered suitable within His Highness' territories. His Highness the Ameer shall be at liberty to appoint a Representative with the Viceroy and Governor-General of India, and to station Commercial Agents at any places in British India considered suitable. Such Representatives shall be entitled to the rank and privileges accorded to Ambassadors by the law of nations, and the Agents shall be entitled to the privileges of Consuls of the most favored nation.

#### ARTICLE VII.

British subjects shall be at liberty to purchase, sell, or hire land or houses or depôts for merchandize in the dominions of His Highness the Ameer, and the houses, depôts, or other premises of British subjects shall not be forcibly entered or searched without the consent of the occupier, unless with the cognizance of the British Representative or Agent and in presence of a person deputed by him.

#### ARTICLE VIII.

The following arrangements are agreed to for the decision of civil suits and criminal cases within the territories of His Highness the Ameer in which British subjects are concerned :—

(a.)—Civil suits in which both plaintiff and defendant are British subjects and criminal cases in which both prosecutor and accused are British subjects, or in which the accused is a European British subject mentioned

in the 3rd Article of this Treaty, shall be tried by the British Representative or one of his Agents in the presence of an Agent appointed by His Highness the Ameer;

(b.)—Civil suits in which one party is a subject of His Highness the Ameer and the other party a British subject, shall be tried by the Courts of His Highness in the presence of the British Representative or one of his Agents or of a person appointed in that behalf by such Representative or Agent;

(c.)—Criminal cases in which either prosecutor or accused is a subject of His Highness the Ameer shall, except as above otherwise provided, be tried by the Courts of His Highness in presence of the British Representative or of one of his Agents or of a person deputed by the British Representative or by one of his Agents;

(d.)—Except as above otherwise provided, civil and criminal cases in which one party is a British subject, and the other the subject of a foreign power, shall, if either of the parties is a Mahomedan, be tried in the Courts of His Highness; if neither party is a Mahomedan, the case may, with consent of the parties, be tried by the British Representative or one of his Agents; in the absence of such consent, by the Courts of His Highness;

(e.)—In any case disposed of by the Courts of His Highness the Ameer to which a British subject is party, it shall be competent to the British Representative, if he considers that justice has not been done, to represent the matter to His Highness the Ameer who may cause the case to be retried in some other Court, in the presence of the British Representative or of one of his Agents or of a person appointed in that behalf by such Representative or Agent.

#### ARTICLE IX.

The rights and privileges enjoyed within the dominions of His Highness the Ameer by British subjects under the Treaty shall extend to the subjects of all Princes and States in India in alliance with Her Majesty the Queen; and if, with respect to any such Prince or State, any other provisions relating to this Treaty or two other matters should be considered desirable, they shall be negotiated through the British Government.

#### ARTICLE X.

Every affidavit and other legal document filed or deposited in any Court established in the respective dominions of the high contracting parties, or in the Court of the Joint Commissioners in Ladakh, may be proved by an authenticated copy, purporting either to be sealed with the seal of the Court to which the original document belongs, or in the event of such Court having no seal, to be signed by the Judge or by one of the Judges of the said Court.

#### ARTICLE XI.

When a British subject dies in the territory of His Highness the Ameer his movable and immovable property situate therein shall be vested in his heir, executor, administrator, or other representative in interest or (in the absence



of such Representative) in the Representative of the British Government in the aforesaid territory. The person in whom such charge shall be so vested shall satisfy the claims outstanding against the deceased, and shall hold the surplus (if any) for distribution among those interested. The above provisions *mutatis mutandis* shall apply to the subjects of His Highness the Ameer who may die in British India.

#### ARTICLE XII.

If a British subject residing in the territories of His Highness the Ameer becomes unable to pay his debts or fails to pay any debt within a reasonable time after being ordered to do so by any Court of Justice, the creditors of such insolvent shall be paid out of his goods and effects; but the British Representative shall not refuse his good offices, if needs be, to ascertain if the insolvent has not left in India disposable property which might serve to satisfy the said creditors. The friendly stipulations in the present Article shall be reciprocally observed with regard to His Highness' subjects who trade in India under the protection of the laws.

This Treaty having this day been executed in duplicate and confirmed by His Highness the Ameer, one copy shall, for the present, be left in the possession of His Highness, and the other, after confirmation by the Viceroy and Governor-General of India, shall be delivered to His Highness within twelve months in exchange for the copy now retained by His Highness.

Signed and sealed at Kashgar on the second day of February in the year of our Lord 1874, corresponding with the fifteenth day of Zilhijj 1290 Hijree.

(Sd.) T. DOUGLAS FORSYTH,  
*Envoy and Plenipotentiary.*

Whereas a Treaty for strengthening the good understanding that now exists between the British Government and the Ruler of the territory of Kashgar and Yarkund, and for promoting commercial intercourse between the two countries, was agreed upon and concluded at Kashgar on the second day of February in the year of our Lord eighteen hundred and seventy-four, corresponding with the fifteenth day of Zilhijj twelve hundred and ninety Hijree, by the respective Plenipotentiaries of the Government of India and of His Highness the Ameer of Kashgar and Yarkund duly accredited and empowered for that purpose: I, the Right Hon'ble Thomas George Baring, Baron Northbrook of Stratton, &c., &c., Viceroy and Governor-General of India, do hereby ratify and confirm the Treaty aforesaid.

Given under my hand and seal at Government House in Calcutta, this thirteenth day of April in the year of our Lord one thousand eight hundred and seventy-four.

Seal.

(Sd.) NORTHBROOK.

## CABUL.

At the beginning of the present century the Dooranee empire, extending from Herat to Cashmere and from Balkh to Sind, which had been built up by Ahmed Shah Abdali, remained undivided in the hands of his grandson, Zaman Shah. Having incurred the enmity of the powerful Barukzai tribe, Zaman Shah was deposed and blinded by his brother Mahmood, who was supported by Futh Khan and the Barukzais. He eventually died a pensioner of the British Government at Loodhiana. In 1803 Shah Mahmood was driven out by Shuja-ool-Moolk, the younger brother of Zaman Shah; and Shah Shuja was still in possession of the undivided empire of Ahmed Shah at the time of Mr. Elphinstone's mission in 1808.

This mission was sent for the purpose of concerting with Shah Shuja the means of mutual defence against the threatened invasion of Afghanistan and India by the Persians in confederacy with the French. The mission was well received, and it resulted in the conclusion of a Treaty (No. CLV.) of alliance, which was ratified by Lord Minto on 17th June 1809. It was understood that the stipulations of the second article rendered it incumbent on the British Government to assist Shah Shuja only in the event of an attack by the French and Persians for the purpose of fulfilling the terms of their confederacy, but not if Persia alone should invade Afghanistan without such a purpose, or in consequence of former enmity or recent disputes.

Mr. Elphinstone had scarcely left Cabul ere Shah Shuja was driven out by Shah Mahmood with the aid of Futh Khan. Wandering about for some years, the sport of fortune, now a captive in Cashmere, now the prisoner of Runjeet Sing at Lahore, in September 1816 Shah Shuja found an asylum in the British territories at Loodhiana.

In the meantime Futh Khan Barukzai, who was the chief support of Shah Mahmood's power, having incurred the jealousy of that monarch, was blinded and slain. The death of Futh Khan roused the vengeance of the Barukzai clan. Of the twenty brothers of Futh Khan, one of the youngest, Dost Mahomed Khan, was foremost in avenging his murder. Shah Mahmood was driven from all his dominions, except Herat, the whole of Afghanistan was parcelled out among the Barukzai brothers, and in the confusion consequent on this revolution Balkh was seized by the Chief of Bokhara, the Derajat by Runjeet Sing, and the outlying pro-

vince of Sind assumed independence. In the partition of Afghanistan, Ghuzni fell to the share of Dost Mahomed, but he soon established his supremacy at Cabul also, and thus became the most powerful of the Barukzai Sirdars: his half-brother Kohundil Khan ruled conjointly with his brothers in virtual independence at Candahar, while other districts had fallen to other sons of Poindah Khan, Barukzai. Shah Kamran managed to maintain a precarious footing at Herat. He was the son of Mahmood, and therefore nephew of Zaman Shah, Shah Shuja-ool-Moolk, and Feroz-ood-Deen, and the last remaining representative of the Suddozai princes in Afghanistan. Kamran was a man of evil passions, cruel and dissipated, and was entirely ruled by his minister Yar Mahomed Khan Alakozai, a man able, but more infamous than himself, who had risen to eminence by the murder of the other Chiefs.

Shah Shuja, who had still a strong party in Cabul, had never lost hopes of recovering his kingdom. With this view, having concluded a Treaty with Runjeet Sing in 1833, he marched through Sind, where he defeated the Ameer, and advanced on Candahar, which he temporarily occupied. Here he was signally defeated by Dost Mahomed, and he fled again in dismay to his asylum at Loodhiana. During the distractions consequent on these events, Runjeet Sing possessed himself of the valley of Peshawur. Roused by the aggressions of the Sikhs, Dost Mahomed resolved on declaring a religious war on them. He assumed the title of Ameer-ool-Moomineen, Commander of the Faithful, and called on all true followers of Mahomed to join in his expedition. With an immense army he advanced to the Peshawur valley, but Runjeet Sing sowed treason in the camp, and the army melted away. Thus Peshawur was lost to the Ameer.

It had long been the policy of the British Government to raise a barrier in Persia to the invasion of India by France or Russia from the west, and no means had been spared to increase the influence of the British at the court of Teheran. By her conquests in the north, however, resulting in the Treaty\* of Turkomanchai in 1828, Russia was enabled to obtain an ascendancy in Persia, which she employed to encourage the claims of the Shah to sovereignty over Herat and western Afghanistan.

On 23rd November 1837 Mahomed Shah, King of Persia, laid siege to Herat in pursuance of his ambitious policy for the re-conquest of Afghanis-

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\* See Appendix No. II.

tan. It was on this occasion that Herat sustained the memorable ten months' siege, and all the efforts of the Shah to capture it, aided by the advice and direction of Russian officers, were defeated.

When the Persian army appeared before Herat, Dost Mahomed Khan was not disinclined to welcome a power from which he expected support in his designs against the Sikhs and his attempts to recover Peshawur.

Meanwhile Lord Auckland had sent a mission to Cabul under Captain Burnes. The mission was professedly a commercial one, but had also in view the checking of the advance of Persia and the establishment of peace between the Ameer and Runjeet Sing. Dost Mahomed, however, was unable to obtain from the envoy the assurance which he hoped for of the good offices of the British Government in procuring the restoration of Peshawur, and he therefore turned to the Russians, from whom he hoped to obtain greater advantages than from an English alliance.

To check these aggressive measures on the part of Persia and Russia, the British Government in India determined to interpose a friendly power in Afghanistan between their frontier and Persia by re-establishing the Suddozai dynasty at Cabul and maintaining the independence of Herat as a separate State. It was believed that Shah Shuja would be welcomed by a powerful party in Cabul, to whom the Barukzai rule was odious. The restoration of the exiled monarch was resolved on, and with this object the tripartite Treaty of June 1838 (See No. XIV.) between the British Government, Runjeet Sing, and Shah Shuja, was executed. On the 8th of May 1839 Shah Shuja was crowned at Candahar, and shortly afterwards Dost Mahomed surrendered himself and was carried a prisoner into Hindostan. The welcome, however, which was expected for Shah Shuja from the people was not given. He was supported entirely by British bayonets. Insurrections soon broke out, which were headed by Mahomed Akbar Khan, the second son of Dost Mahomed, and which ended in the destruction of the British army at Cabul and the murder of Shah Shuja. These disasters were retrieved by Generals Pollock and Nott, who, with avenging armies, forced their way, the one by the Khyber pass, and the other from Candahar by Ghuzni to Cabul. Having vindicated the honour of the British arms, the British army evacuated Afghanistan. Dost Mahomed was released and permitted to return to Cabul, and the Afghans were left to form any government they might choose. The tripartite Treaty

between the British Government, Runjeet Sing, and Shah Shuja contained a clause guaranteeing the integrity of Herat, and on the entry of the British troops into Afghanistan, Eldred Pottinger, through whose military talents and energy the efforts of the Shah of Persia to take Herat had been defeated, was appointed Political Agent. Yar Mahomed, however, chafed under the restrictions which the British mission placed on his tyranny, more particularly on his traffic in slaves. He made secret overtures to Persia and to the Candahar Sirdars, who had taken refuge in Persia, for a league to expel Shah Shuja and the British from Cabul. Another Agent, Major D'Arcy Todd, was sent to Herat in 1839 under instructions from the envoy at Cabul to negotiate an alliance with Shah Kamran. On 9th June 1839 Articles (No. CLVI.) were given to Yar Mahomed acknowledging him as minister of Herat and the channel of all communications with Shah Kamran; and on 13th August a Treaty (No. CLVII.) of perpetual peace and friendship was concluded, the terms of which were that the British Government should abstain from interference in the internal administration of Herat and assist the Shah with money and officers against all foreign encroachment; and that the Shah should prohibit the sale of his subjects into slavery, should refrain from entering into hostilities or political correspondence with any foreign power except with the consent of the British Government, to whose arbitration all disputes with Shah Shuja were to be referred, should employ no European except subjects of Great Britain, and should facilitate trade.

Within a few weeks after the Treaty was signed Yar Mahomed was detected in renewed intrigues, offering to put Herat under the protection of Persia and urging the Shah to join in a league for the expulsion of the English from Afghanistan. His insolent treatment of the mission compelled Major Todd to withdraw and to suspend the subsidy of Rupees 25,000 a month which was paid to Herat. The envoy at Cabul earnestly urged the advance of a force to punish the Vizier for his treachery; but this did not meet Lord Auckland's views, who disavowed Major Todd's proceedings. Shortly afterwards those disasters occurred at Cabul which ended in the evacuation of Afghanistan. No sooner was Yar Mahomed relieved of all apprehension of the interference of the British Government, than he strangled his sovereign, Shah Kamran, usurped the Government of Herat, and professed himself a dependent of Persia. This was in 1842.

During the second Punjab war Dost Mahomed descended from Cabul and re-occupied the Peshawur valley, but after the final overthrow of the

Sikhs at the battle of Goojrat, the Ameer fled back beyond the Khyber on the approach of the British troops. For several years thereafter there was no intercourse between the British Government and the Ameer, but the Ameer did not cease to incite the hill tribes on the Peshawur frontier to annoy the British Government by perpetual hostilities. In 1850 he added Balkh to his dominions. Yar Mahomed, whose policy it was to maintain himself in real independence, while soothing the Shah of Persia by empty acknowledgments of allegiance, died in 1851, and was succeeded by his son Syud Mahomed Khan.

In 1854 Dost Mahomed Khan, finding himself weakened by the antagonism of his brothers in Candahar, and by the interference of Persia, deputed his son, Gholam Hyder Khan, to Peshawur, where, in March 1855, a Treaty (No. CLVIII.) was concluded, stipulating that there should be peace between the British Government and the Ameer, that each would respect the territories of the other, and that the friends and enemies of the British Government should be the friends and enemies of Cabul.

After the Treaty had been concluded and signed, Gholam Hyder Khan intimated that it was the intention of his father's Government to send troops to occupy the valley of Dour.\* This, together with other lands, Cis and Trans-Indus, had been relinquished by Shah Shuja to the Sikh Government, and after the annexation of the Punjab the British Government had a right thereto. But such right had never been asserted, and the Governor-General consented to the Ameer occupying the valley on his own behalf.

Syud Mahomed Khan of Herat was deposed in 1858 by Mahomed Yoosuf, grandson of Feroz and grandnephew of Shah Zaman, Shah Shuja, and Shah Mahmood, in whose person the Suddozai family was once more restored in Herat. At this time Dost Mahomed, having quarrelled with his brothers, took possession of Kalat-i-Ghilzie, and soon afterwards, on 6th January 1856, possessed himself of Candahar. His ambition, however, was directed to the reduction of Herat, which he always considered to be an integral part of the Afghan dominions. Dreading the advance of Dost Mahomed, the new ruler, Mahomed Yoosuf, threw himself on the support of Persia, declared himself to be a vassal of the Shah, and offered to issue coin and have prayers read in the Shah's name.

On the advance of the Persian army, whose assistance he had invited, Mahomed Yoosuf, being now threatened both from east and west with the

\* See page 207.

loss of his independence, hoisted the British flag at Herat and declared himself a subject of the British Government. This proceeding was repudiated by Lord Canning in the name of the Queen's Government as a presumptuous and dishonest act. Mahomed Yoosuf was soon after deposed by a faction in Herat headed by Isa Khan, and sent a prisoner to the Persian camp. The aggression of Persia on Herat, coupled with the insults which had been offered to the British mission at Teheran, led to the declaration of war between England and Persia in 1856. Measures were immediately taken to subsidize Dost Mahomed, who had consulted the British Government, and to encourage him to advance against the Persians. The result was the conclusion of an Agreement (No. CLIX.) on the 26th January 1857, confirming the Treaty of 1855, and arranging for the payment of a subsidy by the British Government to the Ameer to enable him to strengthen his frontier, and for the deputation of British officers to Candahar during the continuance of the Persian war to see that the subsidy was appropriated to the object in view, as well as for the residence at Cabul and Peshawur respectively of a native envoy of the British and Cabul Governments.

Assistance in money was also sent to Isa Khan at Herat, but before it reached him he had been compelled to surrender to the Persians, who took possession of the city on 25th October 1856 and created him Vizier of the province on behalf of the Shah. He was murdered within a few weeks by a party of Persian soldiers.

By the Treaty\* of Paris concluded between England and Persia on 4th March 1857, the Persians were required to evacuate Herat. Before they withdrew they installed Sultan Ahmed Khan, better known by the name of Sultan Jan, as ruler of Herat, and the British Government did not refuse to recognize him as *de facto* ruler. This Chief was a nephew and son-in-law of Dost Mahomed. On the occupation of Candahar by the Ameer, he had fled to Persia, where he was well received. He was supposed to be unfriendly to the British Government, and although relieved of the presence of a Persian army, he observed all the outward forms of dependence on the Shah. In consequence of a quarrel with Mahomed Shureef Khan, the Governor of Furrah, one of Dost Mahomed's sons, Sultan Jan made an expedition against Furrah, which surrendered to him on 30th March 1862. The Ameer of Cabul immediately collected his forces to resent this aggression. He re-took Furrah on 29th June, and on 28th of July laid siege to Herat. After a siege

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\* See page 411.

of ten months, during which Sultan Jan died, the Ameer took Herat by storm on 27th May 1863. Having thus restored the western boundary of the Suddozai dominions, he died on the 9th of June following, and was succeeded in the government of Cabul by his son Sher Ali Khan, who placed his third son, Mahomed Yakooob Khan, in charge of the captured city and marched towards Cabul.

A struggle for power at once arose among the numerous sons left by Dost Mahomed Khan. The first to show disaffection to the Government of Sher Ali Khan was his full brother Mahomed Ameen Khan. The example was followed by others of his brothers, and by the time the Ameer reached Girishk, at the end of July 1863, the family discord was complete. Early in 1864 the Ameer, who had previously been recognized by the British Government, sent an envoy, Mahomed Rujeeck Khan, to India to negotiate a new Treaty, to apply for aid in warlike materials, and to obtain the recognition of the eldest son of the Ameer, Mahomed Ali Khan, as heir-apparent. No new Treaty was necessary, as that concluded with Dost Mahomed Khan was still in force, and the envoy returned to Cabul without waiting for an answer to the other requests.

In the meantime attempts made during the winter to bring about a reconciliation between the brothers had failed, and preparations for civil strife continued in active progress. On the 20th April 1864 the Ameer ordered the advance of a body of 10,000 men and ten guns under Mahomed Ali Khan towards Bamean to meet Mahomed Afzul Khan's invasion from the north. Simultaneously a second division, 6,000 strong with eight guns, led by his younger son, Mahomed Ibrahim Khan, and Mahomed Rujeeck Khan, moved to the southward to cope with Mahomed Azim Khan's expected insurrection in Khoorm. A collision was precipitated by the capture of the fort of Gurdez on behalf of the Ameer, but after one slight skirmish Mahomed Azim was abandoned by his troops and obliged to seek refuge in British territory. He was permitted to reside at Rawul Pindee at a distance from the frontier.

In the meantime Mahomed Afzul Khan had proclaimed himself Ameer in Turkistan and marched against the heir-apparent with a force of 25,000 men. An indecisive engagement in the defiles of the Hindoo Koosh took place on the 3rd June 1864, and was soon followed by a reconciliation between the brothers on the basis of the restoration of Mahomed Afzul Khan to the Governorship



of Turkistan, which was, however, to be shorn of the three districts of Maimenah, Koondooz, and Katoghan.

The promises made on this occasion were soon broken. Alarmed at the menacing language of the Ameer, Abd-oor-Rahman Khan, son of Mahomed Afzul Khan, fled to Bokhara, where he was honourably received; his father was placed in irons. Fresh cause of disquietude awaited the Ameer in his rear. Mahomed Shureef Khan, another brother, had been left at Cabul, but fearing lest he should fall into the hands of the Ameer, determined not to await his return, and joined Mahomed Ameen Khan, who was making strenuous efforts to put Candahar into a state of defence.

The Ameer, leaving Futh Mahomed Khan as Governor of Turkistan, commenced his return march to Cabul in October 1864, and after a short delay caused by a rumour that the Ameer of Bokhara was about to invade Afghanistan in the interests of Abd-oor-Rahman, entered the city with his prisoner, Mahomed Afzul Khan, in the following month.

With the opening of the season of 1865 the Ameer commenced preparations for securing the eastern provinces of Khoorm and Khost against Mahomed Azim Khan, who had quitted British territory in March, and for crushing the more dangerous coalition at Candahar in the south-west. It was Mahomed Azim's policy to avoid an engagement till the Ameer's approaching necessity at Candahar should give him an opportunity of action. He accordingly fled to the Wuzeerce hills. On the 3rd June 1865 a severe action was fought at Kujhbaz between the Cabul and Candahar forces. Mahomed Ali Khan was shot by his uncle Mahomed Ameen Khan, who was in turn killed himself. The Candahar force was completely defeated, their camp was plundered, and Mahomed Shureef Khan fled.

While the Ameer was thus engaged in hostilities at Candahar, Abd-oor-Rahman Khan left Bokhara with the countenance of its Ameer, crossed the Oxus without resistance, and encamped at Akcheh. Futh Mahomed Khan, the Governor of Turkistan, marched to oppose him, but his troops mutinied, and he was obliged to save himself by flight. By the 12th August 1865 Abd-oor-Rahman had made himself master of Turkistan without a blow, and proceeded to make preparations for an advance on Cabul in the name of the Ameer of Bokhara.

The Turkistan disaster failed to rouse Ameer Sher Ali Khan from the settled gloom which had come over him since the death of his favourite son, Mahomed Ali Khan, and he refused to leave Candahar or take part in the management of affairs. Abd-oor-Rahman marched without hindrance to Bamean, where he was joined by Mahomed Azim Khan. When he arrived within ten miles of Cabul negotiations were set on foot with the Ameer's eldest surviving son, Mahomed Ibrahim Khan, Governor of Cabul, for the release of the State prisoners and the restoration of their property, and an armistice was agreed upon, pending the ratification of these terms by the Ameer. His consent was, however, refused. Abd-oor-Rahman advanced on Cabul from four points, and on the 3rd March 1866 Ibrahim Khan was obliged to capitulate under promise of safety and freedom for himself and all the members of the Ameer's family in Cabul, while Mahomed Azim Khan was proclaimed Ameer. On hearing of these events Sher Ali was at last roused to action, and on the 26th April 1866 marched from Candahar for Cabul with an army of 14,000 men and 25 guns, Futh Mahomed Khan being directed to make a simultaneous advance from Jelalabad. On the 10th May 1866 a severe battle was fought at Shekhabad, where Abd-oor-Rahman's army was entrenched. Sher Ali Khan was completely defeated and fled from the field, leaving his camp and artillery in the hands of the enemy. Mahomed Afzul Khan was released from his confinement in the fort of Ghuzni, entered Cabul in triumph, and was proclaimed Ameer of Cabul. Throughout these events the policy of the British Government was that of strict neutrality. No aid was given to either party, and the Afghans were left to settle their own quarrels.

With his defeat at Shekhabad Sher Ali's prospects began to brighten. The tyrannical conduct of the Cabul rulers alienated their army and the principal men of note, and revolts and defections occurred on every side. Sher Ali rejected their proposal to leave him in peaceable possession of Herat and Candahar, retaining for themselves Turkistan and Cabul, and again marched on Cabul, only to meet with another disastrous defeat near Kalat-i-Ghilzie in January 1867. He retired to Herat, and in a few days Candahar fell into the hands of the victors.

Mahomed Afzul Khan having thus become *de facto* ruler of Cabul and Candahar was recognized as such by the British Government, which also declared, in pursuance of the policy of neutrality, its determination to acknow-

ledge Sher Ali Khan as ruler of Herat as long as he maintained himself there and preserved his friendship for the British Government. Before the action of Kalat-i-Ghilzie Sher Ali had received the adherence of his brother Faiz Mahomed Khan, who had quitted the opposite side in disgust at being refused the Governorship of Turkistan, to which he considered himself entitled for the assistance he had rendered to Abd-oor-Rahman on his arrival from Bokhara. To him therefore Sher Ali repaired on leaving Herat in May 1867. They advanced on Cabul, but after some slight successes were defeated in September of that year at Killah Alladad. Faiz Mahomed Khan was killed and Sher Ali again retired to Herat.

On the 1st October 1867 Mahomed Afzul Khan died, and was succeeded by his brother, Azim Khan, who was recognized as Ameer of Cabul and Candahar by the British Government.

Not disheartened by these frequent reverses. Sher Ali busied himself in preparations to renew the struggle. In April 1868 Candahar fell to the forces of his son, Mahomed Yakoob Khan. Later on Sher Ali himself marched on Cabul; Mahomed Azim deserted by his troops fled to Turkistan, and Sher Ali entered Cabul in triumph on the 8th September 1868.

The British Government could not but view with satisfaction the re-establishment of a united Government in Afghanistan, and with a view to strengthen the Ameer's authority and enable him to meet the more pressing demands on the exhausted revenues of the country, practical assistance in the shape of a donation of six lakhs of rupees and 6,000 stand of arms was afforded to him.

In the meantime Mahomed Azim and Abd-oor-Rahman collected their forces and marched from Turkistan on Cabul. A decisive engagement took place at Tinah Khan on the 3rd January 1869, which resulted in a complete victory for the Ameer: his opponents fled to the Wuzereeh hills, and finally reached Persia, where Mahomed Azim Khan died on his way to Teheran on the 6th October 1869.

Immediately after his restoration to power, the Ameer had expressed a wish to have an interview with the Viceroy, Sir John Lawrence. The troubles in Turkistan prevented for a time the fulfilment of this intention, but on the defeat of Mahomed Azim Khan the proposal was renewed, and an interview

between the Ameer and the Earl of Mayo, Sir John Lawrence's successor, took place at Umballa on the 27th March 1869.

The Ameer was informed on this occasion that while the British Government had no desire to interfere in the internal affairs of Cabul, yet it would view with severe displeasure any attempt on the part of the Ameer's rivals to disturb his position and re-kindle civil war. The Ameer returned to Cabul on the 21st April 1869, taking with him as a further present from the British Government a sum of six lakhs of rupees and a heavy and a mountain battery of artillery.

During the year 1869 the authority of the Ameer remained unshaken, though, minor disturbances took place and discord was rife among the members of his own family. Badakshan was during this year brought under complete control.

For some time the relations between Mahomed Yakoob Khan and his father had been the reverse of cordial. Disappointed in his efforts to obtain recognition as heir-apparent he fled from Cabul with his younger brother, Mahomed Ayoob Khan, in September 1870, and marched with a few troops on Ghuzni. Finding the gates closed, he invested Candahar, but was repulsed, and at Girishik was equally unfortunate. He then retired to the Seistan border, where negotiations for a reconciliation were commenced, but broken off by the arrival of an army from Cabul to act against him. Yakoob Khan took to flight, and during the early part of 1871 wandered about the Seistan border, committing raids and intriguing equally with the Persian authorities and the officials of the Ameer. In April 1871, having collected a considerable force, he laid siege to Herat, which fell on the 6th May following. The Chiefs of that province, through whose assistance and treachery he had obtained possession of the city, assumed the whole power and control of the finances, and Yakoob Khan found his position as ruler and his ability to reward his followers merely nominal. Under these circumstances he proceeded to Cabul, and was with some difficulty reconciled to his father, who appointed him Governor of Herat, subject to the general control of trusted officials from Cabul. The check exercised by them was but slight, and Yakoob Khan retained all the real power, though much hampered by the impoverished state of the province. The reconciliation between father and son was not sincere, and reports of Mahomed

Yakoob Khan's intrigues and of the measures he was adopting for strengthening his position at Herat were a constant source of displeasure to the Ameer. The estrangement on the son's side was completed by the formal nomination of Abdoollah Khan, the youngest son of the Ameer, as heir-apparent in November 1873. No actual rupture, however, occurred. Yakoob Khan's main object now was to secure for himself the independent Government of Herat and funds for carrying on the administration. With this view he suddenly resolved on a visit to Cabul. Before doing so he stipulated that he should retain Herat, should not be detained at Cabul more than ten days, or be compelled to wait on or see the heir-apparent, and should be allowed to take back with him all his adherents. These stipulations were agreed to by the Ameer's agents, Usmutoollah Khan and Ursoollah Khan Ghilzai, who had proceeded to Herat to conduct Yakoob Khan to Cabul. On his arrival on the 1st November 1874 he was treated ostensibly with kindness, but discussions as to the policy to be observed towards him took place in the Ameer's Council, and resulted in his being placed in surveillance on the 8th idem: the alleged reason for his arrest was the Ameer's fear that he would make over Herat to Persia. Mahomed Ayooob Khan, who had been left by Yakoob Khan at Herat, retaliated by imprisoning some of the Ameer's officials at Herat and made preparations for the defence of the city against the troops which the Ameer had sent after his son's arrest to take possession of it. Herat however fell without resistance, and Ayooob Khan, deserted by his followers, was compelled to take refuge in Persia.

For many years the title to the possession of Seistan had been in dispute between Persia and Afghanistan, and the former State had more than once invited the interference of the British Government, notably so at the time of the Ameer Dost Mahomed Khan's recovery of Herat in 1863. At that time the British Government was not prepared to interfere, and the Persian Government was informed that it should be left to both parties to make good their possession by force of arms. As Persia was bound by Article 6 of the Treaty of 1857 (No. CLXXV., p. 411) not to take up arms against Afghanistan without first inviting the friendly offices of the British Government, the effect of this refusal to interfere was to authorize an appeal to arms. Since then the Persians had occupied a considerable portion of Seistan. Consequently disturbances and raids on both sides of the border took place, which were most injurious to the prosperity of the country and to the subjects of both States inhabiting the neighbouring

provinces. At length both Governments agreed to refer the question of the sovereignty and boundaries of the whole of Seistan on both sides of the river Helmund to the arbitration of the British Government, on the understanding that both ancient right and recent possession were to be taken into consideration in deciding the question; it was also agreed that the final decision of the British Government should be binding on both States.

Accordingly, in the spring of 1872, Commissioners on behalf of the States concerned and the British Government assembled in Seistan, examined the lands in dispute, and heard the evidence produced on both sides. An award\* was finally pronounced by Major-General Goldsmid, the Chief of the Mission, which, after some demur on the part of both States, was eventually accepted by Persia and Afghanistan and confirmed by the British Government. (See Persia, page 365.)

The following are the most recent statistics of the strength of the Afghan army:—The regular army may be calculated at 57 regiments of infantry of a nominal strength of 650 bayonets. Fifty of these regiments are properly equipped. There are 16 regular cavalry regiments, each composed of four troops of 100 men each. Of irregular cavalry there are 8,000 horsemen. Besides these, there are about 3,500 irregular infantry or jezailchees, and a local militia, of whom not more than from 1,000 to 1,500 could be got together at one place. The majority of the regiments serving in the Cabul districts are composed of men of the Ghilzai and Wardak tribes. The artillery amounts to 100 serviceable pieces of ordnance of various descriptions and calibres. There are also 100 spare guns, but not in serviceable order. Gun, rifle, and percussion cap factories have been established. The exports from Afghanistan amount to about 75 lakhs of rupees.

The population is estimated at 2,500,000 souls.

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\* The substance of General Goldsmid's arbitral award is as follows:—

That Seistan Proper, by which is meant the tract of country which the Hamun on three of its sides and the Helmund on the fourth cause to resemble an island, should be included by a special boundary line within the limits of Persia; that Persia should not possess land on the right of the Helmund; that the fort of Nad Ali should be evacuated by Persian garrisons, and the banks of the Helmund above the Kohuk bund given up to Afghanistan; that the main bed of the Helmund below Kohuk should be the eastern boundary of Persian Seistan, and that the line of frontier to the hills south of the Seistan desert should be so drawn as to include within the Afghan limits all cultivation on both banks of the river from the bund upwards, the Malik Seah Koh on the chain of hills separating the Seistan from the Kirman desert appearing to be a fitting point; that north of Seistan the southern limit of the Naizar should be the frontier towards Lash Jowain; that Persia should not cross the Hamun in that direction, her possession being clearly defined by a line to be drawn from the Naizar to the Koh Seah hill near Bundan; finally, that no works were to be carried out on either side calculated to interfere with the requisite supply of water for irrigation on both banks of the Helmund.



## No. CLV.

TRANSLATION of the TREATY with the KING of CABOOL, ratified on the 17th June 1809.

Whereas in consequence of the confederacy with the State of Persia, projected by the French for the purpose of invading the dominions of His Majesty the King of the Dooranees, and ultimately those of the British Government in India, the Hon'ble Mountstuart Elphinstone was despatched to the Court of His Majesty in quality of Envoy Plenipotentiary on the part of the Right Hon'ble Lord Minto, Governor-General, exercising the supreme authority over all affairs, civil, political, and military in the British possessions in the East Indies, for the purpose of concerting with His Majesty's Ministers the means of mutual defence against the expected invasion of the French and Persians, and whereas the said Ambassador having had the honor of being presented to His Majesty and of explaining the friendly and beneficial object of his mission, His Majesty, sensible of the advantages of alliance and co-operation between the two States, for the purpose above described, directed his Ministers to confer with the Hon'ble Mountstuart Elphinstone, and consulting the welfare of both States to conclude a friendly alliance, and certain Articles of Treaty having accordingly been agreed to between His Majesty's Ministers and the British Ambassador, and confirmed by the Royal Signet, a copy of the Treaty so framed has been transmitted by the Ambassador for the ratification of the Governor-General, who consenting to the stipulations therein contained without variation, a copy of those Articles as hereunder written is now returned, duly ratified by the seal and signature of the Governor-General and the signatures of the Members of the British Government in India, and the obligations upon both Governments both now and for ever shall be exclusively regulated and determined by the tenor of those Articles, which are as follows:—

## ARTICLE 1ST.

As the French and Persians have entered into a confederacy against the State of Cabool, if they should wish to pass through the King's dominions, the servants of the Heavenly Throne shall prevent their passage, and exerting themselves to the extent of their power in making war on them and repelling them, shall not permit them to cross into British India.

## ARTICLE 2ND.

If the French and Persians in pursuance of their confederacy should advance towards the King of Cabool's country in a hostile manner, the British State, endeavouring heartily to repel them, shall hold themselves liable to afford the expenses necessary for the above-mentioned service to the extent of their ability. While the confederacy between the French and Persians continues in force, these Articles shall be in force and be acted on by both parties.

## ARTICLE 3RD.

Friendship and union shall continue for ever between these two States, the veil of separation shall be lifted up from between them, and they shall in



no manner interfere in each other's countries, and the King of Cabool shall permit no individual of the French to enter his territories.

The faithful servants of both States having agreed to this Treaty, the conditions of confirmation and ratification have been performed, and this document has been sealed and signed by the Right Hon'ble the Governor-General and the Honorable the Members of the Supreme British Government in India, this 17th day of June 1809, answering to the 1224 of the Hijree.

### No. CLVI.

TRANSLATION of a MEMORANDUM of certain wishes and expectations of VIZIER YAR MAHOMED KHAN agreed to at CANDAHAR, on the 9th of June 1839, between MAJOR TODD, with the sanction of the ENVOY and MINISTER at the COURT of HIS MAJESTY SHAH SUJA-OOL-MOOLK, on the part of the RIGHT HONORABLE the GOVERNOR-GENERAL, and NUJEEB OOLLAH KHAN, ENVOY from HERAT, on the part of VIZIER YAR MAHOMED KHAN.

#### ARTICLE 1.

That the high in rank, &c., Yar Mahomed Khan, vizier of His Majesty Shah Kamran of Herat, shall henceforth be recognised as the vakcel or medium of communication between the British and Herat authorities, and whoever shall disregard the vizier's authority in this respect shall be considered as having acted contrary to the laws of friendship and the Treaty of amity.

#### ARTICLE 2.

Whatever sums may be expended at Herat by the British Government in restoring the prosperity of the country or for other purposes shall be paid in the first instance to the vizier Yar Mahomed Khan, who engages not to disburse the sum except in the presence, or with the consent and advice, of the British Political Officer at Herat.

#### ARTICLE 3.

The vizier engages not to act in any matter contrary to the wishes and advice of the British Political Officer at Herat, and will be guided in all that concerns the welfare of the two States by the counsel of the above-mentioned officer; and should the British Agent interfere in the affairs of Herat without the knowledge and consent of the vizier, he shall be considered as endeavouring to disturb the friendship between the two States.

#### ARTICLE 4.

That the British Agent at Herat shall not, without the consent of the vizier, entertain as servants a greater number than one hundred of the people of Afghanistan, and of these hundred persons there shall be none of the vizier's relations, unless permission to entertain them be obtained from Yar Mahomed.

## ARTICLE 5.

As the government of Herat is vested in the person and descendants of Shah Kamran, so is the office of vizier recognized in the person and descendants of Yar Mahomed Khan as long as they shall be worthy of the trust; and, in the event of their being unfit for the office, a subsistence shall be provided for them by the British Government to place them above want and distress.

Scaled by Major E. D'A. Todd and Nujeeb Oollah Khan.
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No. CLVII.

TREATY of FRIENDSHIP and ALLIANCE between the HONOURABLE EAST INDIA COMPANY and HIS MAJESTY SHAH KAMRAN of HERAT, concluded on the thirteenth day of August 1839, corresponding with the second day of Jemmadee-oos-sani 1255 A.H., by MAJOR E. D'ARCY TODD, ENVOY from the GOVERNOR GENERAL of INDIA on the one part, and HIS MAJESTY SHAH KAMRAN for HIMSELF, his HEIRS and SUCCESSORS, on the other.

## ARTICLE 1.

There shall be perpetual peace and friendship between the British Government and His Majesty Shah Kamran, his heirs and successors.

## ARTICLE 2.

The British Government recognises the government of Herat, as at present constituted, as being vested in His Majesty Shah Kamran, his heirs and successors, and the British Government engages not to interfere in any way with the internal administration of His Majesty's dominions.

## ARTICLE 3.

With a view to strengthen and perpetuate the concord subsisting between the British Government and Shah Kamran, an accredited British Agent shall always reside at the Court of His Majesty; in like manner, should His Majesty see fit, he will depute an accredited Agent to reside at the Durbar of the Governor-General.

## ARTICLE 4.

The British Government undertakes to provide His Majesty Shah Kamran with loans of money, with officers, and with all other means that may be

found necessary for the protection of His Majesty's person and country, and to assist in the defence of His Majesty's rights and interests against all foreign encroachment to the utmost of its ability.

#### ARTICLE 5.

With a view to enable the British Government efficiently to fulfil the obligation contained in the preceding Article, and to obviate all just ground of complaint on the part of other powers, His Majesty Shah Kamran agrees to prohibit for ever the practice of kidnapping or seizing human beings for the purpose of selling them into slavery by any of His Majesty's subjects; and should there be any persons now in a state of bondage within the limits of His Majesty's authority, who may have been enslaved in the manner above-mentioned, His Majesty engages to exert his utmost endeavours to procure the liberation of such persons.

#### ARTICLE 6.

His Majesty Shah Kamran engages to co-operate with the British Government and with His Majesty Shah Suja-ool-moolk to the utmost of his ability in preserving the integrity of their respective dominions against the encroachment of all foreign powers, but at the same time His Majesty Shah Kamran binds himself to refrain from entering into hostilities with any foreign power without the advice and consent of the British Government and His Majesty Shah Suja-ool-moolk.

#### ARTICLE 7.

His Majesty Shah Kamran agrees on his part that, should any dispute arise between himself and His Majesty Shah Suja-ool-moolk as to the boundaries of their respective territories or with regard to any other matter, the said dispute shall be referred to the arbitration and decision of the British Government, and the British Government further undertakes to use its best endeavours for the accommodation of all subsisting differences, or of such as may hereafter arise between His Majesty Shah Kamran and other powers.

#### ARTICLE 8.

His Majesty Shah Kamran agrees to refrain from entering into any correspondence with foreign powers without the knowledge and consent of the British representative residing at his Court.

#### ARTICLE 9.

In acknowledgment of the steady support and friendship of the British Government, whose interests are identical with those of the Afghan nation, His Majesty Shah Kamran will never take individuals of any European nation (Ahli Furung) other than those belonging to Great Britain (Inglees) into his service, nor will he permit such Europeans to reside in his country.

## ARTICLE 10.

His Majesty Shah Kamran will remove all unnecessary obstacles to the freedom of commerce, and will adopt such arrangements for increasing the facilities of traders as may appear to His Majesty, with the counsel of the British representative at his Court, to be expedient.

## ARTICLE 11.

The above ten Articles shall remain always in force so long as the sovereignty of Herat is vested in the family of Shah Kamran.

*Done and concluded at Herat the day and year above written.*

(Sd.) E. D'Arcy Todd,  
*Envoy to Herat.*

Ratified by the Governor-General of India on 16th March 1840.

## No. CLVIII.

TREATY between the BRITISH GOVERNMENT and HIS HIGHNESS AMEER DOST MOHUMMUD KHAN, WALEE of CABOOL and of those countries of AFFGHANISTAN now in his possession; concluded on the part of the BRITISH GOVERNMENT by JOHN LAWRENCE ESQUIRE, CHIEF COMMISSIONER of the PUNJAB, in virtue of full powers vested in him by the MOST NOBLE JAMES ANDREW, MARQUIS of DALHOUSIE, K. T., &c., GOVERNOR GENERAL of INDIA; and on the part of the AMEER of CABOOL, DOST MOHUMMUD KHAN by SIEDAR GHOLAM HYDUR KHAN, in virtue of full authority granted to him by HIS HIGHNESS.

## ARTICLE 1ST.

Between the Honorable East India Company and His Highness Ameer Dost Mohummud Khan, Walee of Cabool and of those countries of Affghanistan now in his possession, and the heirs of the said Ameer, there shall be perpetual peace and friendship.

## ARTICLE 2ND.

The Honorable East India Company engages to respect those territories of Affghanistan now in His Highness's possession, and never to interfere therein.

## ARTICLE 3RD.

His Highness Ameer Dost Mohummud Khan, Walee of Cabool and of those countries of Affghanistan now in his possession, engages on his own part, and on the part of his heirs, to respect the territories of the Honorable

East India Company, and never to interfere therein; and to be the friend of the friends and enemy of the enemies of the Honorable East India Company.

*Done at Peshawur this 30th day of March, one thousand eight hundred and fifty-five, corresponding with the eleventh day of Rujjub, one thousand two hundred and seventy-one Hijree.*

Seal.

(Sd.) JOHN LAWRENCE,  
*Chief Commissioner of the Punjab.*

Seal of Golam  
Hyder, heir-  
apparent.

As the representative of Ameer Dost  
Mohummud Khan, and in person on his own  
account as heir-apparent.

Ratified by the Most Noble the Governor-General at Ootakamund, this first day of May, one thousand eight hundred and fifty-five.

(Sd.) DALHOUSIE.

By order of the Most Noble the Governor-General.

(Sd.) G. F. EDMONSTONE,  
*Secy. to the Govt. of India,  
with the Governor-General.*

Seal.

## No. CLIX.

ARTICLES of AGREEMENT made at PESHAWUR on the 26th January 1857 (corresponding with Jumadee-ool-Awul, 29th A.H. 1273), between AMEER DOST MOHUMMUD KHAN, RULER of CABOOL and of those countries of AFFGHANISTAN now in his possession, on his own part, and SIR JOHN LAWRENCE, K.C.B., CHIEF COMMISSIONER of the PUNJAB, and LIEUTENANT-COLONEL H. B. EDWARDES, C.B., COMMISSIONER of PESHAWUR, on the part of the HONORABLE EAST INDIA COMPANY, under the authority of the RIGHT HONORABLE CHARLES JOHN VISCOUNT CANNING, GOVERNOR GENERAL of INDIA in COUNCIL.

1. Whereas the Shah of Persia contrary to his engagement with the British Government, has taken possession of Herat, and has manifested an intention to interfere in the present possessions of Ameer Dost Mohommud Khan, and there is now war between the British and Persian Governments, therefore the Honorable East India Company, to aid Ameer Dost Mohommud Khan, to defend and maintain his present possessions in Balkh, Cabool, and Candahar against Persia, hereby agrees out of friendship to give the said

Ameer one lakh of Company's Rupees monthly during the war with Persia, on the following conditions:—

2. The Ameer shall keep his present number of Cavalry and Artillery, and shall maintain not less than 18,000 Infantry, of which 13,000 shall be Regulars divided into 13 Regiments.

3. The Ameer is to make his own arrangements for receiving the money at the British treasuries and conveying it through his own country.

4. British Officers, with suitable native establishments and orderlies, shall be deputed, at the pleasure of the British Government, to Cabool, or Candahar, or Balkh, or all three places, or wherever an Afghan army be assembled to act against the Persians. It will be their duty to see generally that the subsidy granted to the Ameer be devoted to the military purposes for which it is given, and to keep their own Government informed of all affairs. They will have nothing to do with the payment of the troops, or advising the Cabool Government; and they will not interfere in any way in the internal administration of the country. The Ameer will be responsible for their safety and honorable treatment, while in his country, and for keeping them acquainted with all military and political matters connected with the war.

5. The Ameer of Cabool shall appoint and maintain a Vakeel at Peshawur.

6. The subsidy of one lakh per mensem shall cease from the date on which peace is made between the British and Persian Governments, or at any previous time at the will and pleasure of the Governor-General of India.

7. Whenever the subsidy shall cease the British Officers shall be withdrawn from the Ameer's country; but at the pleasure of the British Government, a Vakeel, not a European Officer, shall remain at Cabool on the part of the British Government, and one at Peshawur on the part of the Government of Cabool.

8. The Ameer shall furnish a sufficient escort for the British Officers from the British border when going to the Ameer's country, and to the British border when returning.

9. The subsidy shall commence from 1st January 1857, and be payable at the British treasury one month in arrears.

10. The five lakhs of Rupees which have been already sent to the Ameer (three to Candahar and two to Cabool), will not be counted in this Agreement. They are a free and separate gift from the Honorable East India Company. But the sixth lakh now in the hands of the mahajuns of Cabool, which was sent for another purpose, will be one of the instalments under this Agreement.

11. This Agreement in no way supersedes the Treaty made at Peshawur on 30th March 1855 (corresponding with the 11th of Rujjub 1271), by which the Ameer of Cabool engaged to be the friend of the friends and enemy of the enemies of the Honorable East India Company; and the Ameer of Cabool, in the spirit of that Treaty, agrees to communicate to the British

Government any overtures he may receive from Persia or the allies of Persia during the war, or while there is friendship between the Cabool and British Governments.

12. In consideration of the friendship existing between the British Government and Ameer Dost Mohommud Khan, the British Government engages to overlook the past hostilities of all the tribes of Afghanistan, and on no account to visit them with punishment.

13. Whereas the Ameer has expressed a wish to have 4,000 muskets given him in addition to the 4,000 already given, it is agreed that 4,000 muskets shall be sent by the British Government to Tull, whence the Ameer's people will convey them with their own carriage.

Seal.

Seal.

(Sd.) JOHN LAWRENCE,  
*Chief Commissioner.*

Seal.

(Sd.) HERBERT B. EDWARDES,  
*Commissioner of the Peshawur Division.*

## PERSIA.

It was in the beginning of the seventeenth century, during the reign of Shah Abbas the Great, that the English first established commercial settlements in Persia. Two enterprising Englishmen, Sir Anthony Sherley and his brother, with a few followers, had made their way to the court of Persia, where they met with a distinguished reception. Sir Anthony returned as Envoy from Shah Abbas to establish an alliance with the Christian monarchs of Europe for the destruction of the Turks and with a grant\* permitting all Christian merchants to trade freely with Persia. Under the patronage of Shah Abbas, the English, the French, and the Dutch had established factories at Gombroon, to which place the Persian monarch afterwards gave the name of Bunder Abbas by which it is now known. Shah Abbas, however, had less

*\* Copy of an English translation of the grant obtained by Sir Anthony Sherley from Shah Abbas for all Christians to trade and traffick in Persia.*

Our absolute commandment, will, and pleasre is that our countries and dominions shall be from this day open to all Christian people and to their religion; and in such sort, that none of ours, of any condition, shall presume to give them any evil word. And, because of the amitie now ioyned with the princes that professe Christ, I do give this pattent for all Christian merchants to repaire and traffick in and through our dominions without disturbances or molestations of any duke, prince, governor, or capitaine, or any, of whatsoever office or qualitie, of ours; but that all merchandize that they shall bring shall be so privileged, that none of any dignitie or authoritie shall have power to looke unto it, neyther to make inquisition after, or stay, for any use or person, the value of one asper; neyther shall our religious men or whatsoever sort they be, dare disturbe them, or speake in matters of their faith; neyther shall any of our justices have power over their persons or goodes for any cause or act whatsoever.

If by chaunce a marchant shall die, none shall touch any thing that belougeth unto him; but if the marchant have a companion, he shall have power to take possession of those goodes. But if (by any occasion) he be alone, onely with his servants, the governor, or whomsoever shall be required by him in his sickness, shall be answerable for all such goodes unto any of his nation which shall come to require them. But if he die suddainly, and have neyther companion nor servant, nor time to recommede to any what he woulde have done, then the governor of that place shall sende the goodes to the next marchant of his nation which shall be abiding in any parts of our dominions.

And those within our kingdomes and provinces having power over our tolles and customes shall receive nothing, nor dare to speake for any receipt from any Christian marchant.

And if any such Christian shall give credite to any of our subjectes (of any condition whatsoever) he shall, by this pattent of ours, have authoritie to require any caddie, or governor, to do him justice, and thereupon, at the instant of his demaunde, shall cause him to be satisfied.

Neyther shall any governor, or justice, of what qualitie soever he be, dare take any reward of him, which shall be to his expense; for our will and pleasure is, that they shall be used in all our dominions to their owne full content, and that our kingdomes and countries shall be free unto them.

That none shall presume to aske them for what occasion they are heere.

And although it hath bin a continuall and unchangeable use in our dominions every yeere to renew all patents, this pattent, notwithstanding, shall be of full effect and force for ever, without any renewing, for me and my successors, not to be chaunged.



toleration for the Portuguese, who, in 1507, under Albuquerque, had conquered and occupied the island of Hormuz, at the entrance of the Persian Gulf, not far from Gombroon, and he resolved on their expulsion. He was joined in this enterprise by the English, then at war with Portugal, with whom in 1622 he entered into an engagement\* granting them half the plunder of the island and half the future customs of Gombroon and Hormuz. The Portuguese were driven out, but the promises of the king of Persia to the English were not kept. The factory at Gombroon was maintained through many losses and disasters till 1761, when it was withdrawn in consequence of the oppressions of the provincial Governor of Lar.

The death of Shah Abbas in 1628 was followed by the rapid fall of the Saffavian dynasty. Four weak princes of that house successively ascended the throne of Persia. During their reign the Turks severed from the Persian empire some of the best of the western provinces, the Arab ruler of Muscat possessed himself of the islands in the Persian Gulf, the Afghans of the Abdali tribe made themselves independent in Herat and the Ghiljies in Candahar, and in 1722, within a century after the death of Shah Abbas, Ispahan was besieged by Mahmood of Candahar, to whom Shah Hossein formally resigned his crown.

The Afghan dynasty was short-lived. Mahmood died in a state of raving madness in 1725. His cousin and only successor Ashraf was slain in 1730

*\* The following is the substance of the Articles of Agreement as given in Fryer's Travels, Chapter XII.*

*First.*—Stipulating that the Persian soldiers should not meddle with the spoils before “the English mariners were satisfied, [which were such of all sorts of jewels, gold and silver, that “they refused to carry off any more.]

*Secondly.*—That Bunder Abassi, now Gombroon, should yearly divide half the customs between the English and Persians, and that whatever English ship should enter the port should be “free from any manner of tribute.

*Thirdly.*—That it should be lawful for them to transport twenty horses, of which number “two might be mares, yearly.

*Provided first.*—That the English should keep two men-of-war constantly to defend the Gulf; and

*Secondly.*—That they should deliver the Portugal's forts into the Persians' hands, in doing “which the English should always be esteemed the emperor's friends; and

*Lastly.*—Should have the first seat in the Council, and their Agents be looked on with equal “grace to their prime nobility.”

while fleeing in the desert before his conqueror Nadir Kooli Khan, the notorious Nadir Shah. After the abdication of Shah Hossein, his son Tamasp had assumed the name and state of king, and was unceasing in his feeble efforts to recover the crown. He entered into a Treaty with Russia, ceding all the possessions of Persia on the Caspian Sea on condition of the Emperor expelling the Afghans and placing him on the throne, and with the same view he entered into negotiations with the Turks, who were extending their conquests in the north and west. Without much consideration, however, for Tamasp and his pretensions, the courts of St. Petersburg and Constantinople concluded a Treaty in 1725, by which they partitioned Persia between themselves. It was entirely to the energy and talents of Nadir Kooli Khan, who had acquired a great reputation for courage and enterprise, that Tamasp was indebted for the recovery of his fortunes. Nadir Kooli Khan was put in command of Tamasp's small army in 1727. He compelled the whole of Khorasan to acknowledge the son of Shah Hossein, and by the close of the year 1730 the foreign Afghan rulers were expelled from Persia, most of their followers were put to the sword, and the Suffavean dynasty was once more represented on the throne in the person of Shah Tamasp, who granted to Nadir Kooli, as a reward for his services, the provinces of Khorasan, Mazenderan, Seistan, and Kirman.

Shah Tamasp was permitted to enjoy his nominal sovereignty only two years, when he was dethroned by Nadir Kooli Khan, who, with affected reluctance, accepted the crown. Under Nadir Shah the Persian empire recovered for a time its former glory. He not only recovered the provinces conquered by the Turks and the Russians, but reduced Sind, Candahar, Cabul, Balkh, and the whole country between the Oxus and the Caspian Sea, carried his arms to Delhi, gave up the capital of the Moguls to plunder and massacre, and compelled the Emperor of Delhi to cede to him all his possessions west of the Indus.

Nadir Shah was murdered in 1747. Within a few years after his death the mighty empire which he had re-created was dismembered. Ahmed Khan Abdali proclaimed himself king of the Afghans, took Candahar and Herat, and laid the foundation of an empire which he extended by conquests more brilliant than those of Nadir Shah. The province of Khorasan was all that was left to Shah Rukh, the blinded grandson of Nadir Shah. This was guaranteed in his independent possession by Ahmed Khan, but was soon

broken up into a number of independent principalities. The southern and western provinces of Lar, Fars, Irak, Azerbaijan, and Mazenderan were subdued by Kureem Khan of the tribe of Zund, and a prince of the Suffavean house named Shah Ismael, a son of the sister of Shah Hossein, was set up as king. He was, however, a mere puppet, and was at last cast into prison, while the reins of government were held by Kureem Khan alone. Kureem Khan was a just and enlightened ruler. He took great pains to extend and encourage commerce, and, during his reign, the English, who had abandoned Gombroon, obtained, in 1763, a Firman (No. CLX.) for a factory at Bushire and the trade of the Persian Gulf.

Kureem Khan died in 1779 after a vigorous rule of twenty-six years. His death was the signal for fresh revolutions marked by the most atrocious cruelties, in the course of which the four surviving sons of Kureem Khan were savagely mutilated, and which ended in 1795 in the elevation of Aga Mahomed Khan of the Kujur tribe, the founder of the present dynasty, to the throne of Persia. In 1788, during the brief rule of Jaffir Khan, nephew of Kureem Khan, and the last representative but one of the Zund family, the English, who, during the revolution, had been subjected to many oppressive exactions, obtained through the chief of their factory at Bussora another Firman (No. CLXI.) for unrestricted trade in the Persian dominions.

Aga Mahomed Khan, who for many years had ruled over a considerable province of the Persian empire, but who was not acknowledged as independent sovereign till 1795, was scarcely established in power when he found himself involved in a war with Russia. Taking advantage of the distracted state of Persia, Heraclius, the Wali of Georgia, had, in 1783, transferred his allegiance from Persia to Catherine II, who received him under her protection and guaranteed the integrity of his possessions. In 1795 Aga Mahomed Khan resolved to punish the Georgians for their defection, and marching upon the country with a rapidity which prevented the Wali from receiving support from Russia, he ordered a general massacre of the inhabitants, sparing the young and beautiful, whom he carried off into captivity. Persia was instantly invaded by a Russian army, who soon gained important successes and were advancing on Teheran, when their progress was stopped, and they were recalled by the death of the Empress in 1796.

In the following year Aga Mahomed Khan was murdered. He was one of the most prudent and able kings who ever ruled in Persia. He was suc-

ceeded by his nephew Futh Ali Khan, during whose rule commenced that closer connection between the British Government and Persia which had its origin in the fear of an Afghan invasion of India, the designs of the French on the British dominions in the east, and the competition of European powers for influence at Teheran.

From the success which had attended the invasion of India by Nadir Shah and Ahmed Shah Abdali, it was believed that the plains of India were exposed to be periodically ravaged by any ambitious ruler in Afghanistan. In 1796 Zaman Shah, grandson of Ahmed Shah Abdali, advanced to Lahore with the professed purpose of restoring the house of Timour from the domination of the Mahrattas. Disturbances in his own dominions recalled him in the following year; but this invasion and rumours of renewed preparations, coupled with the apprehension of an invasion of India by the French, and the deputation of a secret embassy by Napoleon to establish his influence at Teheran, forced the British Government to measures for the security of their Indian possessions. Captain Malcolm was accordingly deputed as envoy to Persia to negotiate a political and commercial alliance. He concluded two Treaties in 1801 with the Persian minister, which the Shah ratified by prefixing his firman. By the terms of the political Treaty (No. CLXII.) the Shah of Persia engaged to lay waste the country of the Afghans if ever they should invade India, and to prevent the French from settling or residing in Persia, while, in the event of war between the Afghans or the French and Persia, the English were to assist the Shah with military stores. By the commercial Treaty (No. CLXIII.) all the privileges of the old factories were restored, several more were granted, and the duties to be collected from purchasers of staples were reduced to 1 per cent.

In 1805, during the war between Persia and Russia, which originated in the invasion of Georgia, the Shah of Persia, having suffered severe reverses, and being threatened with the vengeance of Russia for the treacherous murder of the Russian General, threw himself on the support of Napoleon, who was then at the height of his power, and made overtures for a union of political interests with France. He bitterly resented the interpretation which the British Government put upon the Treaty of 1801 and their refusal to give him the assistance against Russia which he claimed under that Treaty, and in consideration of which he had offered, through his ambassador Aga Mahomed Nubbi Khan, to relinquish the French alliance. The proposals of the French

were that they should compel the Russians to restore the provinces wrested from Persia, and that they should furnish the Shah with military stores and officers to organize his army on the European system, while the Shah on his part was to declare immediate war with the English, to invade India by way of Afghanistan, and to permit a French army to invade India through his territories. These negotiations were frustrated by the peace concluded at Tilsit between Napoleon and the Emperor Alexander, but they had the effect of rousing the British Government to efforts for the recovery of their lost ascendancy at the court of Teheran and the protection of their Indian empire by binding the western frontier States in a chain of friendly alliance. Missions were sent to the Ameers of Sind, Runjeet Sing, and the court of Cabul, and Sir John Malcolm was again accredited as envoy to Persia. Unfortunately, however, without previous concert with the Indian Government, and in ignorance of the measures concerted by them, Sir Harford Jones was at the same time deputed direct from England as plenipotentiary on the part of the Crown. This event led to unseemly complications, which had the effect of rendering both Governments ridiculous in the eyes of the Persians.

Sir John Malcolm was instructed, in the event of Sir Harford Jones arriving at Bombay on his way to Persia before him, to proceed as envoy to Bagdad for the purpose of establishing an alliance with the Pasha and the petty chiefs in Arabia, leaving Sir H. Jones to conduct the negotiations at Teheran; but the paramount importance of recovering a footing in Persia was to overrule all other considerations, and Sir J. Malcolm was to proceed on his mission to Persia without delay if he should find himself the first in the field. Sir John arrived in Persia first, while the Shah was still trusting to the liberal promises with which the French amused him. Considering the dignity of the British Government insulted by an attempt, which he attributed to the influence of the French embassy, to exclude him from the Royal presence and draw him into negotiations with subordinate officials at Shiraz, he concluded that there was no hope of a friendly alliance. He therefore abruptly quitted the country, and proceeding to Calcutta, induced Lord Minto to prepare for the occupation of the island of Kharrack in the Persian Gulf as a position from which the British Government could either negotiate with dignity or act with effect if war should be declared. The instructions given to Sir Harford Jones were that he should remain at Bombay till the issue of Sir John Malcolm's mission was known, but that he should proceed to Persia at once in the event either of Sir J. Malcolm being obliged to leave

without attaining his object, or of his succeeding in concluding a preliminary Treaty. On Sir John Malcolm's return, therefore he set out for Teheran. Further instructions to suspend his mission reached him too late. He arrived at Teheran when the Shah had lost all faith in the professions of the French, which, in consequence of the peace with Russia and reverses in Europe, they were no longer able to fulfil, and he therefore found no difficulty in concluding a preliminary Treaty (No. CLXIV.). By this Treaty, which was concluded on the 12th and exchanged on the 15th March 1809, all Treaties contracted by the king with European powers were annulled, the Shah engaged to prevent the passage of European armies through his dominions towards India, and the English were to assist him with troops or a subsidy if any European forces should invade his territories, and to take no part except as mediators in any war between Persia and Afghanistan.

The validity of this Treaty, subject to such modifications as might afterwards be agreed upon, was recognized by Lord Minto, who, however, suspended the functions of Sir H. Jones, directed him to withdraw from Persia, and again sent Sir John Malcolm as envoy to the Shah for the purpose of concerting further arrangements. Meanwhile Sir H. Jones had received orders from England to remain at Teheran till the arrival of another Plenipotentiary, Sir Gore Ouseley, whose powers superseded those both of Sir H. Jones and Sir J. Malcolm. A definitive Treaty\* (No. CLXV.) based on the preliminary Treaty of 1809 was concluded by Sir Gore Ouseley on 14th March 1812, but some of the stipulations were altered in England, and it was not till 1814 that the terms of the Treaty (No. CLXVI.) were finally adjusted.

Throughout the long reign of Futh Ali Shah, the Persian empire enjoyed rest from internal revolution, but it suffered severely from protracted war with Russia. The provinces of Georgia, Mingrelia, Daghistan, Sherwan, Karabagh, and Talish were successively severed from it, and only the good offices of the British Government arrested the further advance of the Russian arms. In October 1813 peace was concluded at Gulistan, and a Treaty† was drawn up, indicating generally the boundary between the Russian and

\* This Treaty, although never formally ratified by His Majesty's government, is inserted in this collection because it is referred to in the Treaty of 1814, and the scope of the later Treaty cannot be fully understood without comparison with it.

† See Appendix No. I.

Persian empires, but leaving its exact direction to be afterwards settled by Commissioners. For some years thereafter there was nominal peace, but in the adjustment of the boundaries many difficulties and disputes arose. The Russians occupied and refused to evacuate the district of Gokcha, which the Persians claimed as theirs. Hostilities were renewed in 1826, the first attack being made by Abbas Mirza, the prince royal of Persia. At the commencement of the war, the Persians claimed from the British Government the assistance in money or troops stipulated for in the 4th Article of the definitive Treaty of 1814. After enquiry, however, assistance was refused, on the ground that actual hostilities had been provoked by aggression on the part of Persia, but for which the disputes might have been adjusted by negotiation—a decision of course unsatisfactory to the Shah of Persia, who argued that the Russian occupation of Gokcha was an aggression on his dominions. In the course of the war the Persians sustained severe losses, but at length, through the mediation of the British Envoy, a Treaty\* of peace was concluded at Turkomanchai, on 23rd February 1828, by which the Persian Government ceded to Russia the provinces of Erivan and Nukshivan, and agreed to pay indemnification for the expenses of the war. The Emperor of Russia engaged to recognize Abbas Mirza, the Shah's eldest son, as heir and successor to the throne of Persia.

On the conclusion of the negotiation, opportunity was taken by the British Envoy to purchase the abrogation (No. CLXVII.) of the 3rd and 4th Articles of the Treaty of 1814 by a payment of 2,00,000 Tomans, or one year's subsidy. These Articles had been found exceedingly onerous and inconvenient, and productive only of collision with the Persian Government. By the cancelling of the 3rd and 4th Articles of the Treaty, the 6th and 7th Articles also were virtually abrogated.

Futh Ali Shah died in October 1834. His son, Abbas Mirza, died the preceding year. By the influence of Russia and England, Mahomed Shah, son of Abbas Mirza, was placed on the throne, notwithstanding the opposition of many princes of the royal blood. After the pacification of Europe in 1815, and the removal of those dangers which had given such exaggerated importance to the Persian alliance, no steps were taken to maintain the influence in Persian counsels which had been secured to the

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\* See Appendix No. II.

British Government by the Treaty of Teheran in 1814. On the contrary, much was done to dishearten the Shah and impress him with the belief that the preservation of the integrity of his empire was a matter of indifference to England. Not the least offensive part of the change in policy was the transfer, in 1823, of the relations with Persia to the Government of India, and the substitution of an envoy of the Governor-General for the plenipotentiary of the Crown. This change was accepted most reluctantly by the Shah, who believed that it was not only derogatory to his dignity, but dangerous to his power. The conflict between the Crown and the Indian Government regarding the mission in 1809 had lowered his respect for the latter, and, moreover, he believed that the operations which the Indian Government undertook in the year 1819 against the pirates in the Persian Gulf, would have ended in aggressions on his government, but for the control of the English ministry. So little care was taken to cultivate relations with Persia that, after the peace of Turkomanchai and the abrogation of the subsidy agreement of 1814, a measure to which the Shah agreed only under the pressure of pecuniary embarrassments caused by the payment of indemnity to Russia, it is not surprising that the influence of the British Government at Teheran should have declined before that of Russia. The Shah for some years continued to urge the necessity of revising the Treaty of 1814, and of substituting for the abrogated Articles a general stipulation of protection which would at least evidence the wish of the British Government that the independence of Persia should be preserved. No steps, however, were taken to meet the expectations of the Shah, and when at last, after long delay, the British Government, in 1833, authorized their representative in Persia to enter on negotiations for a revision of the Treaty, their ascendancy had given place entirely to that of Russia. The negotiations were protracted till the year 1837, but led to no result. For a quarter of a century, indeed, British merchants in Persia had not even the protection of a commercial Treaty or any other security for trade than that which the general friendly relations of Britain with Persia afforded them, save a Firman (No. CLXVIII.) abolishing export duty on horses, and another (No. CLXIX.) granted in 1836, permitting British merchants to trade on payment of the same duties as those paid by Russian merchants. The preamble of the Treaty of 1814 provided that a commercial Treaty should be afterwards concluded; this, however, was never done, and the Persian Government maintained that the commercial Treaty



concluded by Sir John Malcolm was abrogated by the later Treaty of 1814. The British representatives, Mr. Ellis and Mr. Morier, had, in 1814, addressed an official Note to the Shah, proposing that commerce should remain on the footing of the Treaty of 1800, but this proposal was never accepted. Matters remained in this unsatisfactory state till 1841, when a commercial Treaty (No. CLXX.) was concluded, which put the trade of Britain and Persia on the same footing as that of the most favoured nations, and provided for the establishment of commercial agencies in the two countries. In 1844 a Firman (No. CLXXI.) was obtained, prescribing the procedure to be followed for the protection of merchants in cases of bankruptcy and insolvency.

In 1848, when the British Government were making strenuous exertions to suppress the traffic in African slaves, an Engagement (No. CLXXII.) was obtained from the Shah to prohibit the importation of slaves into Persia by sea. The priests were greatly averse to the abolition of slave traffic, and the Shah did not feel himself strong enough to brave their opposition and to absolutely and explicitly prohibit the importation of slaves into his dominions; but he virtually did so by forbidding importation by sea, as the route by land is not practicable. In 1851 a Convention (No. CLXXIII.) was concluded for the search and seizure of Persian vessels suspected of being engaged in the slave trade.

The reconquest of Afghanistan was always a favourite dream of the Kujur dynasty, who conceived that their rights of sovereignty over that country were as complete as in the days of the Suffavean kings. The first use which the Russians made of their ascendancy after the peace of 1828 was to encourage Futh Ali Shah in his ambition for eastern conquests as an off-set for the cessions on his north-western frontier, and as a means of indirectly establishing their own influence as far as the Indus. Futh Ali Shah projected two unsuccessful expeditions against Afghanistan and the city of Herat, which is the key to the country. His son, Mahomed Shah, who was ever a friend of Russia and an enemy to British interests, revived the project, and with a large force laid siege to Herat on 23rd November 1837. He was aware and had been warned that any hostile movement against Herat would be viewed with dissatisfaction by the British Government. Confident, however, in the support of Russia, he rejected all offers for the settlement of his disputes with Shah Kamran of Herat by friendly mediation, and treated the

British mission with a marked discourtesy, which compelled the envoy to lower his flag and declare the alliance with Persia at an end. To force the Shah to renounce his ambitious projects, a demonstration was made in the Persian Gulf by the occupation of the island of Kharrack. This had the effect of forcing him to withdraw his troops from Herat after a memorable siege of ten months, in which all his efforts to take the city were defeated by the energy and ability of Eldred Pottinger, a young English officer of artillery. On the withdrawal of the British armies from Afghanistan, Shah Kamran was deposed and murdered by his minister, Yar Mahomed Khan, who in words professed himself to be a dependant of the Shah of Persia, but maintained himself in real independence.

Mahomed Shah died in August 1848, and was succeeded by his eldest son, Nasir-ood-Deen, the present Shah. On the death of Yar Mahomed Khan, of Herat, in 1851, his son, Syud Mahomed Khan, succeeded him. Feeling himself insecure in power, and being threatened by the Ameer of Cabul and by Kohundil Khan from Candahar, Syud Mahomed Khan made overtures to Persia, and a force was despatched by the Shah nominally to reduce the Turkomans, but in reality to occupy Herat. The British envoy at Teheran remonstrated and required from the Persian Government explicit assurances of the course they meant to adopt. On 25th January 1853 the Persian Government signed an Agreement (No. CLXXIV.) not to send troops to Herat unless it should be attacked by a foreign force, and not to interfere further in its affairs than had been done in the life-time of Yar Mahomed. This interference with their ambitious projects greatly irritated the Persian court, who showed their annoyance by a series of vexatious slights, which destroyed all cordiality of intercourse with the British envoy, and eventually caused a new rupture. In 1851 Mirza Hashim Khan, who had been discharged from the Shah's service, was appointed to be agent at Shiraz for the British mission. The Persian Government objected to the appointment, and threatened to imprison him if he should proceed on his duty. They next seized and imprisoned his wife. As all redress was persistently refused, the envoy at Teheran struck his flag on the 20th November and withdrew from the Persian dominions. An official notification was issued by the Persian Government justifying their proceedings, and insinuating that the interest of the British envoy in the case sprang from an intrigue with the wife of Mirza Hashim. In the mean time Mahomed Yoosuf, grandson of Feroz, one of the brothers of Shah Shuja, had

put Syud Mahomed Khan, the ruler of Herat, to death, and had applied to the Shah of Persia for assistance. A force was sent, in December 1855, in violation of the agreement which had been made by the Persian Government. Mahomed Yoosuf was taken prisoner, and Herat was captured on 26th October 1856. Every effort having failed to induce the Persian Government to adjust the quarrel and to apologize for the insults to the British mission, a force was despatched from Bombay to occupy the island of Kharack, and war was formally declared on 1st November 1856. After a brief campaign, hostilities were terminated by the Treaty of Paris (No. CLXXV.) concluded on 4th March 1857. This Treaty revived none of the earlier Treaties cancelled by the war except the convention of August 1851 for the suppression of slavery in the Persian Gulf, which by the 13th Article is renewed till August 1872, and for such time afterwards as neither of the contracting parties by a formal declaration annul it.

The proceedings of the Persian authorities on the frontier of Beloochistan were long a source of anxiety to the Khan of Kelat. Founding her pretensions to dominion in Beloochistan on the conquests of former dynasties, Persia gradually advanced beyond the frontier which marked her possessions early in the present century, and justified her action by the necessity of repressing the border Beloochees, who were in the habit of organizing marauding expeditions into the neighbouring province of Kirman. In this way the district of Bumpore fell into the hands of the Persians in 1841 and nine years later, after the unsuccessful revolt of its Chief, was permanently occupied by them. Subsequently the Chiefs of the western divisions of Mekran, *viz.*, Dizzak, Serbaz, Geh, and Kusserkund, paid tribute to Ibrahim Khan, the Persian Governor of Bumpore. No opportunity was lost by Ibrahim Khan of asserting the claims of Persia, and his proceedings during the construction of the telegraph from Bushire to Gwadar in 1863 in addressing threatening letters to the neighbouring Chiefs formed the subject of reference to Teheran. Five years later he manifested a disposition to interfere with the construction of the telegraph between Jask and Gwadar, and the threatening attitude adopted by him during that and the following year towards Kedj and other parts of Mekran owing allegiance to the Khan of Kelat, was productive of much excitement and disturbance in the border districts. The ministers of the Shah disclaimed any intention of asserting the claims of Persia to Kedj by force of arms, but the British Government having Treaty engagements with the Khan of Kelat could not view with indifference any intentions on the part

of Persia which caused apprehensions to the Khan, and the expediency of forbidding either open aggression or threats on the part of the frontier authorities was impressed on the ministers.

A proposal was then made in 1870 by the Shah that as the boundaries between Persia and Khelat had not been clearly defined if the British Government desired that the line of frontier should be traced, Commissioners should be sent to the frontier by England, Persia, and Khelat for the purposes of settling the boundary. This proposal was accepted by Her Majesty's Government, and in January 1871 the Commissioners met on the frontier, and after collecting all the available information Major-General Goldsmid, the British Commissioner, proceeded to Teheran for the adjustment of the question. The Persian frontier as defined in a memorandum by the British Commissioner, and comprising Dizzuk and Bumpusht, Sirbaz and Peshin, Baho and Dustyaree, was accepted by the Shah on 4th September 1871. A request was subsequently preferred by the Persian Government that the small district of Kohuk lying below the Jalk and Kallegan sub-divisions of the Dizzuk district, and which had been included on the map within the Khelat frontier might be made over to Persia. This was so far agreed to by Her Majesty's Government that the line forming the western boundary of Khelat was drawn to the east of Kohuk, but no opinion was expressed as to the position of the Persian frontier. Kohuk was occupied by Persian troops in May 1874. (See Beloochistan p. 307.)

The rival claims of Persia and Afghanistan to sovereignty over Seistan were for many years productive of disputes which more than once threatened a rupture of friendly relations between the two States. Seistan was in ancient times and especially under the Suffavean dynasty a dependency of Persia. On the death of Nadir Shah it became an integral portion of the Dooranee empire founded by Ahmed Shah Abdali. On the dismemberment of the Dooranee empire Seistan became dependent at one time on Herat when that province was isolated from the rest of Afghanistan, with intervals of independence more or less prolonged, and at a later one still on Herat and Candahar alternately. Although no interference was exercised by Persia in the internal administration of Seistan the dissensions among the Barukzai family led to the diminution of Afghan influence, and after the death of Kohundil Khan in 1855, Ali Khan Sarbandee, who had been installed by him some years previously as ruler of south-western Seistan, made overtures to Persia in hope of enjoying a greater amount of independence under a power which from its distance would be less able to enforce

obedience. Ali Khan was received with honour at Teheran, married a princess of the royal family, and returned to Seistan with an allowance of 4,000 Tomans per annum : a sum of 3,000 Tomans per annum was also bestowed on Ibrahim Khan of Sheikhnassoor, the principal Chief of northern Seistan and the other Chiefs. In return for these subsidies the Chiefs undertook to prevent Belooch raiders from entering Persian territory. Towards the close of 1858 Ali Khan was assassinated by his nephew, Taj Mahomed, but the latter eventually expressed his willingness to continue his predecessor's engagements with Persia.

The sovereignty of Persia over Seistan was however never recognized by the British Government, and an intimation to that effect was conveyed to the Persian Government when, in 1862, the Shah claimed the execution of the 7th Article of the Treaty of 1857, on the ground of the alleged intention of Dost Mahomed Khan to require the submission of Seistan. In 1863 Persia again apprehensive of an invasion of Seistan by Dost Mahomed Khan, who was then engaged in his expedition against Herat, was anxious to obtain an assurance that the British Government would not permit any such invasion of Persian territory ; but as the title to the territory of Seistan was disputed, Her Majesty's Government declined to interfere in the matter and left it to both parties to make good their possession by force of arms.

Towards the end of 1865, an armed advance was made into Seistan by Persia with the alleged object of enabling Taj Mahomed to keep in check Belooch raiders who had committed depredations on Persian territory. In 1867 the dominion of Persia over the part of Seistan south-west of the Helmund was completed by the removal of Taj Mahomed, his brother and uncle to Teheran. Thenceforward it was the aim of Persia to obtain possession of the territory of Ibrahim Khan of Sheikhnassoor north of the Helmund, and Meer Alum Khan, the Persian Governor of Kayen, succeeded in occupying the whole of Seistan Proper, *i.e.*, the country lying between the Hamun on the north and west, and the Helmund, below the Kohuk dam, on the east. During the civil wars which, after the death of Dost Mahomed Khan, distracted Afghanistan the progress of the Persians met with little opposition, but on the establishment of Amcer Sher Ali Khan's power the Afghans found themselves in a position to retaliate and raids on both sides of the border became of constant occurrence.

The Persian Government having expressed a wish for the good offices of the British Government in placing the relations of Persia with Afghanistan

with regard to Seistan on a more satisfactory footing, Her Majesty's Minister at Teheran was, under Article 6 of the Treaty of 1857, instructed to offer British arbitration on the question of the sovereignty and boundaries of the whole of Seistan on both sides of the river Helmund, on the basis of ancient right and present possession. The Shah eventually agreed that Commissioners on the part of the British Government, Persia, and Afghanistan respectively should meet in Seistan where the two latter were to state and substantiate their claims—that if local enquiry should be necessary the Commissioners were to proceed to any point for that purpose and make a map of the districts—that when the British Commissioner considered that nothing further could be done on the spot, the Commissioners should proceed to Teheran where the subject would be fully discussed with a view to its settlement, and the British Commissioner would state his arbitral opinion—that should either the Persian or Afghan Government not agree to this opinion, reference should be made to Her Majesty's Government whose decision should be final and binding on both Governments. Accordingly after some delay caused by the troubles in Afghanistan consequent on Mahomed Yakooob Khan's rebellion, the Commissioners met on the frontier in the early part of 1872, and the arbitral opinion of General Goldsmid, the British Commissioner, was delivered in the following August. (See Cabul p. 23). An appeal was preferred by the Persian Government, but eventually the decision of General Goldsmid was accepted unconditionally by the Shah and confirmed by the British Government.

In the winter of 1872 the petty Chiefs, occupying the Persian portion of Seistan, combined against the authority of the Persian Governor, Meer Alum Khan of Kayen, and compelled him to retire from the country. As their grievances were ascertained to be real Meer Alum Khan was replaced by another Governor, he was however re-appointed in December 1874 and still holds office.

In 1861 proposals were made for a convention between the Indian and Persian Governments for the construction of a line of telegraph from the Turkish frontier through Persia to Bunder Abbas, to form part of a telegraph line from England to India. After some negotiations, however, the Persian Government, on 25th April 1862, declined the terms offered. The route through Persia was therefore abandoned, and the Turkish and Indian lines of telegraph were connected by a sub-marine cable in the Persian Gulf. In 1868 a Convention (No. CLXXVI.) was concluded by which in order

to provide against any accident to the Persian Gulf cable, it was agreed that the British Government should construct and work a line of telegraph between Gwadar and a point between Jask and Bunder Abbas.

After the failure of the negotiations alluded to above the Shah decided on constructing an alternative line at his own cost from Khanikeen on the Turkish frontier through Teheran, Ispahan, and Shiraz to meet the other line at Bushire, and for this purpose he concluded an Engagement (No. CLXXVII.) in December 1863 to place the construction and working of the line for a time under the superintendence of an English Engineer officer to purchase the materials from the British Government, and to allow the British Government the use of the line on payment of specified charges.

By a Convention (No. CLXXVIII.) executed at Teheran on 23rd November 1865, and ratified on 1st May following, the Persian Government agreed to erect under the direction and supervision of British officers another wire, to be used for international messages only, on the Bushire and Khanikeen line, the necessary materials to be provided by the British Government and paid for in five yearly instalments. It was further agreed that the establishments should be paid by the British Government, though the protection of the line was to remain with Persia, and that all receipts up to 30,000 Tomans per annum should be credited to Persia, the surplus, if any, being made over to the British Government. The receipts did not amount to this sum in any one year, and the cost of establishments and maintenance, Rupees 1,20,000, fell entirely on the British Government.

In May 1869, however, an arrangement\* was concluded between the British and Persian Governments and the Indo-European Telegraph Company, by which the British Government was relieved of a portion of these charges. This Company had early in 1868 obtained a concession from the Persian Government to construct and work a telegraph line from Julfa to Teheran for a term of twenty-five years. It was now agreed that the Company should pay the Persian Government a fixed annual sum of 12,000 Tomans in lieu of the receipts up to 30,000 Tomans formerly paid by the British Government: that they should deduct from that payment an annual instalment of one one-twenty-fourth of the debt due by the Persian to the British Government on account of the cost of construction and should pay that instalment to the British Government; and that till that debt was paid off, or as long as all

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\* See Appendix No. III.

events as the British Government held the concession of the line, the Company should also pay the British Government a moiety of the surplus receipts in excess of 12,000 Tomans per annum. In return for this if the Convention of 1865 were not renewed, the Company were to have the concession, and in the case of its renewal to receive from the Persian Government one-third of their charge on each message along the whole line from Bushire to Julfa.

The telegraph convention of 1865 expired on 12th August 1872, but was renewed (No. CLXXIX.) for a period of three months, and on 2nd December following a fresh Convention (No. CLXXX.) for the construction of a third wire was signed and came into force from 31st March 1873, the date of its ratification. In consequence of the frequency with which outrages had been perpetrated on the persons and property of telegraph *employés*, and damage caused to the telegraph posts and wires, it was provided by Article 2 that the British *employés* should be placed under the special protection of the local authorities, the latter furnishing them with guards when necessary and otherwise assuring their personal safety; and by Article 12 that the expense of repairing any wilful damage to the line should be borne by the Persian Government. This Convention remains in force until 1st January 1895 when the whole line will be handed over to the Persian Government, unless this shall have already been done in accordance with the terms of Article 19.

In 1842 a commercial Treaty\* was concluded between Persia and Spain for the mutual protection of traders and travellers in each other's territories. In 1872 a further Treaty\* was concluded confirming the stipulations of the above Treaty and providing for the reciprocal appointment of a Consul and Commercial Agent.

In 1873 a Treaty† of commerce and navigation was concluded between Persia and Germany, by which each nation agreed to place the subjects of the other on the footing of the most favoured nation and to allow them to travel freely whenever they pleased. Provision was also made for defining the jurisdiction of the Consuls whom, to the number of three, each nation may nominate in the territory of the other. By Article 18 the German Government declared its readiness to lend its good offices, if requested by the Shah to do so, in bringing about the settlement of any dispute which might arise between Persia and her neighbours.

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\* See Appendices Nos. IV. & V.

† See Appendix No. VI.



The unsettled state of the border districts of Persia and Turkey has long been productive of dissensions between the two States. Complaints of the passage of nomad tribes to and from the pashalik of Bagdad, and of the grant of an asylum to marauders and refugees by the frontier authorities, led to the insertion of Articles in the Treaty\* concluded at Erzeroom in 1823 providing for the remedy of these abuses. These provisions proved ineffectual, and in 1849, four Commissioners were appointed on the part of England, Russia, Persia, and Turkey, respectively, for the purposes of defining the border as provided in the second and third Articles of the Treaty† concluded at Erzeroom in 1847. A map of the border districts was prepared by the Commission, but the actual demarcation was not effected, and the question remained in abeyance. In 1869 a protocol‡ was signed by the Persian and Turkish representatives, by which the *status quo* of the lands in dispute was to be maintained until the boundary line should be settled, and no buildings were to be erected on these lands. In 1871, however, the border disputes were revived; negotiations ensued, and finally it was arranged that refugees on the border should be removed to such a distance in the interior of each State as should prevent their carrying on intrigues, and that a Perso-Turkish Commission should assemble at Constantinople for the purpose of carrying into effect the provisions of the 2nd Treaty of Erzeroom, and at which delegates on the part of England and Russia should be present to assist the delegates of Persia and Turkey in coming to a complete understanding.

In 1876 a Convention§ was agreed upon between the Persian and Turkish Governments for regulating the position of the subjects of the two powers in their respective States.

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\* Appendix No. VII.

† " No. VIII.

‡ Appendix No. IX.

§ " No. X.

## No. CLX.

ARTICLES of AGREEMENT made with SHAIK SADOON, of BUSHIRE, the 12th April 1763.

## ARTICLE 1.

No customs or duties to be collected on goods imported or exported by the English : and, in like manner, only three per cent. to be taken from the merchants who buy or sell to the English.

## ARTICLE 2.

The importation and sale of woollen goods to be solely in the hands of the English ; and if any person whatever attempts to bring woollen goods clandestinely, it shall be lawful for the English to seize them. This Article to take place in four months from the date hereof.

## ARTICLE 3.

No European nation whatever is to be permitted to settle at Bushire so long as the English continue a factory here.

## ARTICLE 4.

The brokers, linguists, servants, and others of the English are to be entirely under the protection and government of the English ; nor is the Shaik, or his people, in any shape to molest them, or interfere in their affairs.

## ARTICLE 5.

In case any of the inhabitants become truly indebted to the English and refuse payment, the Shaik shall oblige them to give the English satisfaction.

## ARTICLE 6.

The English to have such a spot of ground as they may pitch upon for erecting a factory, and proper conveniences for carrying on their commerce to be built at the Shaik's expense. They are to hoist their colours upon it, and have twenty-one guns for saluting.

## ARTICLE 7.

A proper spot of ground to be allotted the English for a garden and another for a burying ground.

## ARTICLE 8.

The English, and those under their protection, not to be impeded in their religion.

## ARTICLE 9.

Soldiers, sailors, servants, slaves, and others belonging to the English, who may desert, are not to be protected or entertained by the Shaik or his people, but, *bond fide*, secured and returned.

## ARTICLE 10.

In case any English ships sell to or buy from the country merchants apart from the factory, a due account thereof is to be rendered to the English Chief for the time being, for which purpose one of his people is to attend at the weight and delivery of all goods so sold, which is to be done at the public Custom House.

## ARTICLE 11.

If through any accident an English vessel should be drove on shore in the country belonging to the Shaik, they shall not in any respect be plundered; but, on the contrary, the Shaik shall afford the English all the assistance in his power for saving them and their effects, the English paying them for their trouble.

## ARTICLE 12.

The Shaik shall not permit his subjects to purchase any goods from English vessels in the road, but only on shore.

The  
Seal of Shaik  
Sadoon.

## ROYAL GRANT from KAREM KHAN, KING of PERSIA, 1763.

The Great God having, of his infinite mercy, given victory unto Kareem Khan, and made him Chief Governor of all the kingdoms of Persia, and established under him the peace and tranquillity of the said kingdoms, by means of his victorious sword, he is desirous that the said kingdoms should flourish and re-obtain their ancient grandeur by the increase of trade and commerce, as well as by a due execution of justice.

Having been informed that the Right Worshipful William Andrew Price, Esq., Governor General for the English nation in the Gulf of Persia, is arrived with power to settle a factory at Bushire, and has left Mr. Benjamin Jervis, Resident, who, by directions from the said Governor General has sent unto me Mr. Thomas Durnford and Stephen Hermit, linguist, to obtain a grant of their ancient privileges in these kingdoms, I do, of my free will and great friendship for the English nation, grant unto the said Governor General, in behalf of his king and Company, the following privileges, which shall be inviolably observed and held sacred in good faith:—

That the English Company may have as much ground, and in any part of Bushire, they choose to build a factory on, or at any other port in the Gulf. They may have as many cannon mounted on it as they choose, but not to be larger than six pounds bore; and they may build factory houses in any part of the kingdom they choose.

No customs shall be charged the English on any goods imported or exported by them at Bushire, or any other port in the Gulf of Persia, on condition that at no time they import or export other persons' goods in their names. They may also send their goods, customs free, all over the kingdom of Persia; and on what goods they sell at Bushire, or elsewhere, the Shaik, or Governor, shall only charge the merchants an export duty of three per cent.

No other European nation, or other persons, shall import any woollen goods to any port on the Persian shore in the Gulf, but the English Company

only ; and should any one attempt to do it clandestinely, their goods shall be seized and confiscated.

Should any of the Persian merchants, or others, become truly indebted to the English, the Shaik, or Governor of the place, shall oblige them to pay it ; but should he fail in his duty herein, the English Chief may do his own justice and act as he pleases with the debtors to recover what owed him or them.

In all the kingdom of Persia the English may sell their goods to, and buy from, whomever they judge proper ; nor shall the Governor, or Shaik, of any ports or places, prevent their importing or exporting any goods whatever.

When any English ship or ships arrive at any ports in the Gulf of Persia, no merchants shall purchase from them clandestinely, but with the consent and knowledge of the English Chief there resident.

Should any English ship or vessel be drove on shore, unfortunately wrecked, or otherwise lost in any part of the Gulf of Persia, the Shaiks, or Governors of the adjacent places, shall not claim any share of the said wrecks, but shall assist the English, all in their power, in saving the whole or any part of the vessel or cargo.

The English, and all those under their protection, in any part of the kingdom of Persia, shall have the free exercise of their religion, without molestation from any one.

Should soldier, sailors or slaves desert from the English in any part of Persia, they shall not be protected or encouraged, but, *bond fide*, delivered up, but not be punished for the first or second offence.

Wherever the English may have a factory in Persia, their linguist, brokers, and all other their servants, shall be exempt from all taxes and impositions whatever, and under their own command and justice, without any one interfering therein.

Wherever the English are, they shall have a spot of ground allotted them for a burying ground ; and if they want a spot for a garden, if the king's property, it shall be given them *gratis* ; if belonging to any private person, they must pay a reasonable price for it.

The house that formerly belonged to the English Company at Schyrash I now re-deliver to them, with the garden and water thereto belonging.

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ARTICLES desired by the KHAN.

That the English, according to what was formerly customary, shall purchase from the Persian merchants such goods as will answer for sending to England or India, provided they and the Persians shall agree on reasonable prices for the same, and not export from Persia the whole amount of their sales in ready money, as this will impoverish the kingdom and in the end prejudice trade in general.

That the English, wherever they are settled, shall not maltreat the Mussulmen.

What goods are imported by the English into Persia, they shall give the preference in sale of them to the principal merchants and men of credit.

The English shall not give protection to any of the king's rebellious subjects, nor carry them out of the kingdom, but deliver any up that may desert to them, who shall not be punished for the first or second offence.

The English shall at no time, either directly or indirectly, assist the king's enemies.

All our Governors of provinces, sea-ports, and other towns are ordered to pay strict obedience to these our orders, on pain of incurring our displeasure, and of being punished for their disobedience or neglect.

*Dated in Schyrash, the 23rd of Seerhoja 1176, or the 2nd of July 1763.*

### No. CLXI.

TRANSLATE of a FIRMAN from JAFFIE KHAN.

In the name of the Almighty and Glorious God !

This is exalted Firmana.

After Compliments,—And as we are always desirous that the merchants and Collas, who have occasion to pass backwards and forwards in our dominions, should do so in safety, that they should sleep in the cradle of security and confidence, and that they should transact all their business as far as in us lies, without trouble or vexation :—

Therefore the high, exalted Firmana has been issued forth, containing the strictest mandates to all Governors and Commanders of our towns and castles, to all our Sirdars, and to all Riotdars, who receive customs on the roads, that they do show every favour to all persons employed by the English nation in our dominions for the purpose of merchandize, whether it be for importation, or exportation, and that they be constantly vigilant in protecting them, and moreover that these our above-mentioned servants, upon no account or pretence whatsoever, require any customs, presents, or money from the Agents of the English nation, but that it may so happen that from a confidence in us, and from a full persuasion of not receiving any insult or vexation, they, the English, may be induced to pass backwards and forwards and to trade in our dominions. And whenever they shall have disposed of the goods and merchandize which they may import for sale, they shall have full liberty to make their returns according to their own wishes.

And it is therefore necessary that our most honoured friend, the English Balios at Bussora, should perfectly understand that in this way our favour is equal in magnitude to whatever he can hope or desire, and it is moreover necessary that in order to make trial thereof he should encourage his nation to trade into Persia, and he has again our word that they shall do so in the fullest and most perfect security.

Again, whatever goods or merchandize the English nation shall import for sale, there shall be no restrictions put upon the sale thereof, but after their Agents shall have completed the sales and fulfilled the design of their journey, they shall have every protection granted them on their return, and

again upon our royal word there shall be no impositions laid upon them ; for if ever, heretofore, there has been any impositions or vexations practised upon the English nation in Persia, it is our will that from this day they be abolished and forgotten.

And being persuaded of the sincerity of our most honoured friend the Balios, we accept of his offer of services and request of him to purchase immediately such rarities as are procurable at Bussora, favouring us at the same time with the amount cost thereof, in order that we may order the same to be repaid to the person who shall be sent with them.

Let our friend, therefore, on all occasions rest satisfied of our favour and protection. Let him on all occasions make known to us his wishes and wants, and let the above for ever remain a compact between us.

*Written on the eighth of the second month of Rabbee, in the year of Hijree one thousand two hundred and two, answering the 18th January 1788.*

The refuge of supplicants Jaffir, the son of Mahomed Saduck.
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### No. CLXII.

TRANSLATION of a FIRMAN from FUTTEH ALI SHAH, KING of PERSIA, and of an annexed TREATY concluded by ILAJEE IBRAHEEM KHAN, PRIME MINISTER on the part of the KING of PERSIA, by whom he was fully empowered, and by CAPTAIN JOHN MALCOLM, on the part of the ENGLISH GOVERNMENT, by virtue of powers delegated to him for that purpose by the MOST NOBLE THE MARQUIS WELLESLEY, K.P., GOVERNOR-GENERAL of INDIA, &c., &c., &c.

#### FIRMAN.

In the name of the beloved and Great God !

The King of Persia's Seal.
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The earth is the Lord's. Our august commands are issued, that the high in rank, the exalted in station, the great rulers, officers, and writers of the ports, sea-coasts, and islands of the provinces of Fars and Khoozistaun, do consider themselves as particularly honoured and advanced by the royal favour; and whereas, at this period, the foundations of union and friendship have been cemented, and the habits of amity and intercourse have been increased between the ministers of the Persian State, of eternal duration, and the ministers of the high government of the refulgent sun of the sky of royalty, greatness, and eminence, the sovereign of the countries of England and India; and as various engagements and Treaties, calculated for duration and permanence, and for mutual good understanding, have been contracted, therefore this

command from the Palace of Glory, requiring obedience, has been proclaimed, that you, high in rank, do cheerfully comply and execute the clear sense and meaning of what has been established; and should ever any person of the French nation attempt to pass your ports or boundaries, or desire to establish themselves either on the shores or frontiers, you are to take means to expel and extirpate them, and never to allow them to obtain a footing in any place, and you are at full liberty and authorized to disgrace and slay them. You are to look upon it as your duty to aid and act in a friendly manner to all traders, merchants, and men of rank of the English nation; all such you are to consider as possessing the favour of the king; and you must act in conformity to the conditions of the annexed Treaty that has been concluded between the trustworthy of the high State, the bracelet of the graceful government, Hajee Ibrahim Khan and the high in rank, Captain John Malcolm. View this as an obligation.

*Dated the 12th of Shaban, in the year of the Hegira 1215, corresponding with the ——— of January A.D. 1801.*

Scaled, in the usual form, on the back of the Firman, by the following ministers :—

Seal of Hajee  
Ibrahim  
Khan.

Seal of Mirza  
Shuffec.

Seal of Mirza  
Reza Kouli.

Seal of Mirza  
Asfud  
Oollah.

Seal of Mirza  
Reezy.

Seal of Mirza  
Ahmud.

Seal of Mirza  
Mortiza  
Kouli.

Seal of Mirza  
Fuzullah.

Seal of Mirza  
Yusoof.

Treaty annexed.

*Preamble.*—Praise be unto God, who said, "Oh you who believe perform your contracts, perform your covenants with God; when you enter into covenant with him, and violate not your engagements after the ratification thereof."

After the voice is raised to the praise and glory of the God of the world, and the brain is perfumed with the scent of the saints and prophets (to whom be health and glory), whose rare perfections are perpetually chaunted by birds of the melodious notes,\* furnished with two, three, and four pair of wings, and to the highest seated in the heavens, for whom good has been predestinated, and the perfume mixed with musk, which scenteth the celestial mansions of those that sing hymns in the ethereal sphere, and to the light of the flame of the Most High, which gives irradiated splendour to the collected view of those who dwell in the heavenly regions, the clear meaning of (the Treaty) which has been established on a solid basis is fully explained in this page, and it is fixed as a prescription of law, that in this world of existence and trouble, and in this universe of creation and concord, there is no action among those of mankind that tends more to the perfection of the human race, or to answer the end of their being and existence, than that of cementing friendship and of establishing intercourse, communication, and connexion between each other. The image reflected from the mirror of accomplishment is a tree fruitful and abundant, and one that produces good both now and hereafter. To illustrate the allusions that it has been proper to make and to explain these metaphors, worthy of exposition at this happy period of auspicious aspect, a Treaty has been concluded between the high in dignity and the exalted in station, attended by fortune, of great and splendid power, the greatest among the high viziers, in whom confidence is placed, the faithful of the powerful government, the adorned with greatness, power, glory, splendour, and fortune, Hajee Ibrahim Khan, on being granted leave, and vested with authority from the port of the high king, whose Court is like that of Solomon, the asylum of the world, the sign of the power of God, the jewel in the ring of kings, the ornament in the cheek of eternal empire, the grace of the beauty of sovereignty and royalty, the king of the universe, like Caherman of the mansion of mercy and justice, the phoenix of good fortune, the eminence of never-fading prosperity, the king powerful as Alexander, who has no equal among the princes exalted to majesty by the heavens in this globe, a shade from the shade of the Most High, a khooroo, whose saddle is the moon and whose stirrup is the new moon, a prince of great rank, before whom the sun is concealed.

(ARABIC VERSE.)

“Thy benevolence is universally dispensed; everywhere drops are scattered. Thy kindness shadows cities; may God fix firm the basis of thy dominion, and may God fix and extend thy power over the servants of the Almighty!” And the high in dignity, the great and able in power, the adorer of those acquainted with manners, Captain John Malcolm, (delegated from the sublime quarter of the high in power, seated on a throne, the asylum of the world, the chief jewel in the crown of royalty and sovereignty, the anchor of the vessel of victory and fortune, the ship on the sea of glory and empire, the blazing sun in the sky of greatness and glory, lord of the countries of England and India, may God strengthen his territories and establish his glory and commands upon the seas!), in the manner explained in his creden-

\* Metaphorically, Angels.



tials, which are sealed with the seal of the most powerful and most glorious, possessing fortune, the origin of rank, splendour, and nobility, the ornament of the world, the completer of the works of mankind, the Governor General of India.

This Treaty between these two great States shall be binding on race after race, and the two governments must ever, while the world exists, act in conformity to what is now settled.

#### ARTICLE 1.

As long as the sun, illuminating the circle of the two great contracting powers, shines on their sovereign dominions and bestows light on the whole world, the beautiful image of excellent union shall remain fixed on the mirror of duration and perpetuity, the thread of shameful enmity and distance shall be cut, conditions of mutual aid and assistance between the two States shall be instituted, and all causes of hatred and hostility shall be banished.

#### ARTICLE 2.

If the king of the Afghans should ever show a resolution to invade India, which is subject to the government of the monarch (above mentioned), the prince of high rank, the king of England, an army overthrowing mountains, furnished with all warlike stores, shall be appointed from the State of the conspicuous and exalted, high and fixed in power (the king of Persia), to lay waste and desolate the Afghan dominions, and every exertion shall be employed to ruin and humble the above mentioned nation.

#### ARTICLE 3.

Should it happen that the king of the Afghans ever becomes desirous of opening the gates of peace and friendship with the government of the king (of Persia), who is in rank like Solomon, in dignity like Jumsheed, the shade of God! who has bestowed his mercy and kindness on the earth; when negotiations are opened for an amicable adjustment, it shall be stipulated in the peace concluded that the king of the Afghans, or his armies, shall abandon all design of attack on the territories subject to the government of the king above mentioned, who is worthy of royalty, the king of England.

#### ARTICLE 4.

Should ever any king of the Afghans or any person of the French nation commence war and hostilities with the powerful of the ever-enduring State (of the king of Persia), the rulers of the government of the king (of England), whose Court is like heaven, and who has been before mentioned, shall (on such event) send as many cannon and warlike stores as possible, with necessary apparatus, attendants, and inspectors, and such supply shall be delivered over at one of the ports of Persia, whose boundaries are conspicuous, to the officers of the high in dignity, the king of Persia.

#### ARTICLE 5.

Should it ever occur that an army of the French nation, actuated by design and deceit, attempts to settle with a view of establishing themselves on any of the islands or shores of Persia, a conjunct force shall be appointed by the two high contracting States to act in co-operation for their expulsion and extirpation, and to destroy and put an end to the foundation of their treason. It is a condition, if such event happens, and the conquering troops

(of Persia) march, that the officers of the government of the king (of England), who is powerful as the heavens and as before mentioned, shall load, transport, and deliver (for their service) as great a quantity of necessaries, stores, and provisions as they possibly can. And if ever any of the great men of the French nation express a wish or desire to obtain a place of residence or dwelling on any of the islands or shores of the kingdom of Persia that they may there raise the standard of abode or settlement, such request or representation shall not be consented unto by the high in rank of the State encompassed with justice (the government of Persia), and leave for their residing in such a place shall not be granted.

While time endures, and while the world exists, the contents of this exalted Treaty shall remain an admired picture in the mirror of duration and perpetuity, and submission to the fair image on this conspicuous page shall be everlasting.

Seal of  
Hajee Ibrahim  
Khan.

Seal of  
Captain John  
Malcolm.

(Sd.) JOHN MALCOLM, *Envoy*.

### No. CLXIII.

TRANSLATION of a FIRMAN from FUTTEH ALI SHAH, KING of PERSIA, and of an annexed TREATY concluded by HAJEE IBRAHEEM KHAN, PRIME MINISTER on the part of the KING of PERSIA, by whom he was fully empowered, and by CAPTAIN JOHN MALCOLM, on the part of the ENGLISH GOVERNMENT, by virtue of powers delegated to him for that purpose by the MOST NOBLE the MARQUIS WELLESLEY, K.P., GOVERNOR GENERAL of INDIA, &c., &c.

#### FIRMAN.

In the name of the beloved and great God !

The King  
of Persia's  
Seal.

The earth is the Lord's. Our august commands are issued that the high in dignity, the exalted in station, the refuge of power and glory, the noble and great in authority, the Chiefs of high nobles, the Beglebergs, the Hakims, the Naibs, and Mootaseddees of the kingdom under our protection (who are raised by our royal favour) become acquainted that at this period the dignified and eminent in station, the prudent, able, and penetrating, the greatest of the exalted followers of the Messiah, Captain John Malcolm, deputed from a glorious quarter (from the government of the king of England) whose Court resembles the firmament, an emperor in dignity like Alexander possessing the power of the globe, and from the repository of glory, greatness, and ability, endowed with nobility, power, and justice (the Governor General

of the kingdom of Hindoostan), for the purpose of establishing union and friendship between the two great States, has arrived at our threshold, founded on justice, and has been honoured by admission to our royal presence of conspicuous splendour, and has expressed a desire that the foundations of amity and union should be laid between the two States, that they should be connected together in the bonds of friendship and harmony, and that a constant union and reciprocal good understanding should exist. We from our august selves have given our consent and have granted the request and desires of the high in rank above mentioned, and a Treaty, sealed with the seal of the minister\* of our ever-enduring government, has been given to him; and you exalted in station are positively enjoined of the necessity (after you become informed of our royal and august order) for all of you acting in strict conformity with the conditions of the Treaty concluded and exchanged between the high in rank, the exalted in station, the great and glorious in power, near to the throne, in whom the royal confidence is placed, Hajee Ibraheim Khan, and the high in rank, the envoy (Captain John Malcolm), whose titles have been before enumerated. Let no one act contrary to this high command, or to the contents of the annexed Treaty; and should it ever be represented to us that any of the great nobles conduct themselves in opposition to the stipulations of this Treaty, or are in this respect either guilty or negligent, such will incur our displeasure and punishment, and be exposed to our royal anger, which is like fire, and let them view this as an obligation.

*Dated in the month of Shaban, in the year of the Hegira 1215, corresponding with the month of January A.D. 1801.*

Sealed, in the usual form, on the back of the Firman, by the following ministers :—

Seal of Hajee Ibraheim Khan.		Seal of Mirza Shuffee.
Seal of Mirza Reza Kouli.		Seal of Mirza Assudoollah.
Seal of Mirza Rezy.		Seal of Mirza Ahmud.
Seal of Mirza Moortiza Kouli.	Seal of Mirza Yoosuf.	Seal of Mirza Fuzullah.

\* Literally, one in whom confidence is placed.

## Treaty annexed.

*Preamble.*—Praise be to God, who has said, “perform your covenant, for the performance of your covenant shall be enquired into hereafter.”

As establishing the obligations of friendship between all mankind is a charge from the Almighty and is a most laudable and excellent institution, and as the Creator is pleased, and the happiness and tranquillity of His creatures consulted by it, therefore, at this happy period of auspicious aspect, a Treaty has been concluded between the high in dignity, the exalted in station, attended by fortune, of great and splendid power, the greatest among the high viziers, in whom confidence is placed, the faithful of the powerful government, the adorned with greatness, power, glory, splendour, and fortune, Hajee Ibraheim Khan, on being granted leave and vested with authority from the port of the high king, whose Court is like that of Solomon’s, the asylum of the world, the sign of the power of God, the jewel in the ring of kings, the ornament in the cheek of the eternal empire, the grace of the beauty of sovereignty and royalty, the king of the universe, like Caherman, the mansion of mercy and justice, the phoenix of good fortune, the eminence of never-fading prosperity, the king powerful as Alexander, who has no equal among the princes, exalted to majesty by the heavens in this globe, a shade from the shade of the Most High, a Khooroo, whose saddle is the moon and whose stirrup is the new moon, a prince of great rank, before whom the sun is concealed.

## (ARABIC VERSE.)

“Thy benevolence is universally dispensed, everywhere drops are scattered. Thy kindness shadows cities; may God fix firm the basis of the dominion!” And the high in dignity, the great and able in power, the adorer of those acquainted with manners, Captain John Malcolm (delegated from the sublime quarter of the high in power, seated on a throne, the asylum of the world, the chief jewel in the crown of royalty and sovereignty, the anchor of the vessel of victory and fortune, the ship on the sea of glory and empire, the blazing sun in the sky of greatness and glory, Lord of the countries of England and India, may God strengthen his territories and establish his glory and command upon the seas), in the manner explained in his credentials which are sealed with the seal of the most powerful and most glorious, possessing fortune, the origin of rank, splendour, and nobility, the ornament of the world, the completer of the works of mankind, the Governor General of India. This Treaty between these two great powers shall be binding on race after race, and the two governments must ever, while the world exists, act in conformity to what is now settled.

## ARTICLE 1.

The merchants of the high contracting States are to travel and carry on their affairs in the territories of both nations in full security and confidence, and the rulers and governors of all cities are to consider it their duty to protect from injury their cattle and goods.

## ARTICLE 2.

The traders and merchants of the kingdom of England or Hindoostan that are in the service of the English Government shall be permitted to settle

in any of the sea-ports or cities of the boundless empire of Persia (which may God preserve from calamity) that they prefer; and no government duties, taxes, or requisitions shall ever be collected on any goods that are the actual property of either of the governments; the usual duties on such to be taken from purchasers.

#### ARTICLE 3.

Should it happen that either the persons or property (of merchants) are injured or lost by thieves or robbers, the utmost exertions shall be made to punish the delinquents and recover the property. And if any merchant or trader of Persia evades or delays the payment of a debt to the English Government, the latter are authorized to use every possible mode for the recovery of their demands, taking care to do so in communication and with the knowledge of the ruler or governor of the place, who is to consider it as his duty to grant, on such occasion, every aid in his power. And should any merchants of Persia be in India, attending to their mercantile concerns, the officers of the English Government are not to prevent them carrying on their affairs, but to aid and favour them, and the above-mentioned merchants are to recover their debts and demands in the mode prescribed by the customs and laws of the English Government.

#### ARTICLE 4.

If any person in the empire of Persia die indebted to the English Government, the ruler of the place must exert his power to have such demand satisfied before those of any other creditor whatever. The servants of the English Government, resident in Persia, are permitted to hire as many domestic natives of that country as are necessary for the transaction of their affairs; and they are authorized to punish such, in cases of misconduct, in the manner they judge most expedient, provided such punishment does not extend to life or limb; in such cases the punishment to be inflicted by the ruler or governor of the place.

#### ARTICLE 5.

The English are at liberty to build houses and mansions in any of the ports or cities of Persia that they choose, and they may sell or rent all such houses or mansions at pleasure. And should ever a ship, belonging to the English Government, be in a damaged state in any of the ports of Persia, or one of Persia be in that condition in an English harbour, the Chiefs and rulers of the ports and harbours of the respective nations are to consider it as their duty to give every aid to refit and repair vessels so situated. And if it happens that any of the vessels of either nation are sunk or shipwrecked in or near the ports or shores of either country, on such occasions whatever part of the property is recovered shall be restored to their owners or their heirs, and a just hire is to be allowed by the owners to those who recover it.

#### FINAL ARTICLE.

Whenever any native of England or India, in the service of the English Government, resident in Persia, wishes to leave that country, he is to suffer obstruction from no person, but to be at full liberty to do so, and to carry with him his property.

The Articles of the Treaty between the two States are fixed and determined. That person who turns from God turns from his own soul.

Seal of Hajee  
Ibraheim  
Khan.

Seal of Cap-  
tain John  
Malcolm.

(Sd.) JOHN MALCOLM, *Envoy*.

*Additional Article.*

It is further written in sincerity that on iron, lead, steel, broadcloth, and purpetts that are exclusively the property of the English government, no duties whatever shall be taken from the sellers; a duty not exceeding one per cent to be levied upon the purchasers. And the duties, imports, and customs which are at this period established in Persia and India (on other goods) are to remain fixed and not to be increased.

The high in rank Hajee Kulleel Khan Mullick-oo-Tijjar is charged and entrusted with the arrangement and settlement of the remaining points relative to commerce.

Seal of Hajee  
Ibraheim  
Khan.

Seal of Cap-  
tain John  
Malcolm.

(Sd.) JOHN MALCOLM, *Envoy*.

No. CLXIV.

In the name of HIM who is EVER NECESSARY, who is ALL SUFFICIENT, who is EVERLASTING, and who is the only PROTECTOR.

In these times distinguished by felicity, the excellent ambassador Sir Harford Jones, Baronet, Member of the Honourable Imperial Ottoman Order of the Crescent, has arrived at the royal city of Teheran in quality of ambassador from His Majesty the King of England (titles), bearing His Majesty's credential letter, and charged with full powers munitied with the Great Seal of England empowering him to strengthen the friendship and consolidate the strict union subsisting between the high States of England and Persia. His Majesty the King of Persia, (titles) therefore, by a special Firman delivered

to the said ambassador, has appointed the most excellent and noble Lords, Mirza Mahomed Sheffee, qualified with the title of Moatemmed-ed-dowlah, his first vizier, and Hajee Mahomed Hossein Khan, qualified with the title of Ameen-ed-dowlah, one of the ministers of Record, to be his plenipotentiaries to confer and discuss with the aforesaid ambassador of His Britannic Majesty all matters and affairs touching the formation and consolidation of friendship, alliance, and strict union between the two high States, and to arrange and finally conclude the same for the benefit and advantage of both kingdoms. In consequence whereof, after divers meetings and discussions, the aforesaid plenipotentiaries have resolved that the following Articles are for the benefit and advantage of both the high States, and hereafter to be accordingly for ever observed:—

#### ARTICLE 1.

That as some time will be required to arrange and form a definite Treaty of alliance and friendship between the two high States, and as the circumstances of the world make it necessary for something to be done without loss of time, it is agreed these Articles, which are to be regarded as preliminary, shall become a basis for establishing a sincere and everlasting definitive Treaty of strict friendship and union. And it is agreed that the said definitive Treaty, precisely expressing the wishes and obligations of each party, shall be signed and sealed by the said plenipotentiaries and afterwards become binding on both the high contracting parties.

#### ARTICLE 2.

It is agreed that the preliminary Articles formed with the hand of truth and sincerity shall not be changed or altered, but there shall arise from them a daily increase of friendship, which shall last for ever between the two most serene kings, their heirs, successors, their subjects, dominions, provinces, and countries.

#### ARTICLE 3.

His Majesty the king of Persia judges it necessary to declare that from the date of these preliminary Articles, every Treaty or agreement he may have made with any one of the powers of Europe becomes null and void, and that he will not permit any European force whatever to pass through Persia, either towards India, or towards the ports of that country.

#### ARTICLE 4.

In case any European forces have invaded or shall invade the territories of His Majesty the king of Persia, His Britannic Majesty will afford to His Majesty the king of Persia a force, or, in lieu of it, a subsidy with warlike ammunition, such as guns, muskets, &c., and officers to the amount that may be to the advantage of both parties for the expulsion of the force so invading, and the number of these forces, or the amount of the subsidy, ammunition, &c., shall be hereafter regulated in the definitive Treaty. In case His Majesty the king of England should make peace with such European

power, His Britannic Majesty shall use his utmost endeavours to negotiate and procure a peace between His Persian Majesty and such power. But if, which God forbid, His Britannic Majesty's efforts for this purpose should fail of success, then the forces or subsidy, according to the amount mentioned in the definitive Treaty, shall still continue in the service of the king of Persia as long as the said European forces shall remain in the territories of His Persian Majesty, or until peace is concluded between His Persian Majesty and the said European power. And it is further agreed that in case the dominions of His Britannic Majesty in India are attacked or invaded by the Afghans or any other power, His Majesty the king of Persia shall afford a force for the protection of the said dominions according to the stipulations contained in the definitive Treaty.

#### ARTICLE 5.

If a detachment of British troops has arrived from India in the Gulf of Persia, and by the consent of His Persian Majesty landed on the Island of Carrack, or at any of the Persian ports, they shall not in any manner possess themselves of such places, and from the date of these preliminary Articles, the said detachment shall be at the disposal of His Majesty the king of Persia, the amount of which shall be settled in the definitive Treaty.

#### ARTICLE 6.

But if the said troops remain by the desire of His Majesty the king of Persia either at Carrack or any other port in the Gulf of Persia, they shall be treated by the Governor there in the most friendly manner, and orders shall be given to all the Governors of Faristan that whatever quantity of provisions, &c., may be necessary, shall, on being paid for, be furnished to the said troops at the fair prices of the day.

#### ARTICLE 7.

In case war takes place between His Persian Majesty and the Afghans, His Majesty the king of Great Britain shall not take any part therein, unless it be at the desire of both parties, to afford his mediation for peace.

#### ARTICLE 8.

It is acknowledged the intent and meaning of these preliminary Articles are defensive. And it is likewise agreed that as long as these preliminary Articles remain in force, His Majesty the king of Persia shall not enter into any engagements inimical to His Britannic Majesty or pregnant with injury or disadvantage to the British territories in India.

This Treaty is concluded by both parties in the hope of its being everlasting, and that it may be productive of the most beautiful fruits of friendship between the two most serene kings.

In witness whereof we, the said plenipotentiaries, have hereunto set our hands and seals, in the royal city of Teheran, this twelfth day of March, in



the year of our Lord one thousand eight hundred and nine, answering to the 25th of Moharem-il-Haram, in the year of the Hegira one thousand two hundred and twenty-four.

MAHOMED SHEFFEE.

L. S.

MAHOMED HOSSEIN.

L. S.

HARFORD JONES.

L. S.

FORM of HIS MAJESTY FUTTED ALI SHAH's ratification of the PRELIMINARY TREATY with ENGLAND.

This auspicious and noble document is the preliminary Treaty which was concluded between the ministers of the two great States and sent (to England) by the high in family Mirza Abul Hossein Khan. At present our sincere well-wisher Sir Gore Ouseley, Baronet, ambassador extraordinary from that great State (England), has brought a copy of the said Treaty ratified by, and sealed with the seal, resplendent like the sun, of our brother the pearl of royalty, in dignity above the planets, the king of England and Hindoostan, and presented it to our auspicious view. We also by these presents have ratified and approved of the said preliminary Treaty and have affixed our prosperous seal to the same; and the Articles agreed to therein are of that nature which will be fully explained in the definitive Treaty.

No. CLXV.

PRaise be to GOD, the ALL-PERFECT and ALL-SUFFICIENT.

These happy leaves are a nosegay plucked from the thornless garden of concord and tied by the hands of the plenipotentiaries of the two great States in the form of a definitive Treaty, in which the Articles of friendship and amity are blended.

Previously to this period, the high in station, Sir Harford Jones, Baronet, envoy extraordinary from the English Government, came to this Court to form an amicable alliance, and in conjunction with the plenipotentiaries of Persia, their Excellencies (titles) Mirza Mahomed Sheffee and Hajee Mahomed Hossein Khan concluded a preliminary Treaty, the particulars of which were to be detailed and arranged in a definitive Treaty.

At this time the high in dignity and loyal well-wisher (titles) His Excellency Sir Gore Ouseley, Baronet, appointed by His Britannic Majesty

ambassador extraordinary to this Court, has arrived invested with full powers to conclude a definitive Treaty between the two illustrious monarchs.

The plenipotentiaries of this Court, in conjunction with His Excellency Sir Gore Ouseley, Baronet, having consulted on the terms most advisable for this alliance, have comprised them in the twelve adjoining Articles. What relates to commerce, trade, and other affairs will be drawn up and concluded in a separate commercial Treaty :—

#### ARTICLE 1.

The Persian government judge it incumbent on them, after the conclusion of this definitive Treaty, to declare all alliances formerly contracted with European States null and void, and hold themselves bound not to allow any European army to enter the Persian territory, nor to proceed towards India, nor to any of the ports of that country, and also engage not to allow any individuals of such European nations whatever to enter Persia. Should any of the European powers wish to invade India by the road of Kharizen, Taturistan, Bokhara, Samarkand, or other routes, His Persian Majesty engages to induce the kings and governors of those countries to oppose such invasion as much as is in his power, either by the fear of his arms or by conciliatory measures.

#### ARTICLE 2.

In case of any European nation invading Persia, should the Persian government request the assistance of the English, the Governor General of India, on the part of Great Britain, shall comply with the wish of the Persian government in sending from India the force required, if possible and convenient; if, however, the state of affairs in India prevent the possibility of sending troops, the English government shall pay annually the sum of two hundred thousand Tomans so long as the war with such nation shall continue; and since the payment of the above subsidy will be made solely for the purpose of raising and disciplining an army, it is agreed that the British ambassador shall see and be satisfied of its being duly applied to the purpose for which it is assigned.

#### ARTICLE 3.

Should any European power engaged in war with Persia make peace with England, His Britannic Majesty engages to use his best endeavours to bring Persia and such European power to a friendly understanding; if, however, His Majesty's cordial interference shall fail of success, England shall still furnish an army from India, as specified in the last Article, or pay an annual subsidy of two hundred thousand Tomans for the support of a Persian army, so long as a war in the supposed case shall continue and until Persia shall make peace with such nation. England shall fulfil her engagement to Persia on this head; and should the English make peace with the European nation at war with Persia, even then, so long as such war shall continue, the English government shall furnish officers, &c., &c., for the purpose of drilling and disciplining the Persian army, should they be

required. Should Persia make peace with the supposed power and still require the aid of officers, &c., for the above purpose, the English government shall afford them if they can conveniently spare them.

#### ARTICLE 4.

Since it is the custom of Persia to pay her troops six months in advance, the English ambassador shall do all in his power to pay the subsidy granted in lieu of troops in as early instalments as may be convenient and practicable.

#### ARTICLE 5.

Should the Afghans be at war with the British nation, His Persian Majesty engages to send an army against them in such manner and of such force as may be concerted with the English Government. The expenses of such an army shall be defrayed by the British Government in such manner as may be agreed on at the period of its being required.

#### ARTICLE 6.

If war shall be declared between the Persians and the Afghans, the English Government shall not interfere with either party, unless their mediation to effect a peace shall be solicited by both States.

#### ARTICLE 7.

Should the King of Persia form magazines of materials for ship-building on the coasts of the Caspian Sea, and resolve to establish a naval force, the King of England shall grant permission to naval officers, seamen, shipwrights, carpenters, &c., to proceed to Persia from London and Bombay and to enter the service of the King of Persia. The pay of such officers, artificers, &c., shall be given by His Persian Majesty at the rates which may be agreed on with the English ambassador.

#### ARTICLE 8.

Should any Persian subject of distinction showing signs of hostility and rebellion take refuge in the British territories, the English Government shall, on intimation from the Persian government, turn him out of their country, or if he refuse to leave it, shall seize and send him to Persia. Previously to the arrival of such fugitive in the English territory, should the Governor of the district to which he may direct his flight receive intelligence of the wishes of the Persian government respecting him, he shall refuse him admission; after such prohibition, should such person persist in his resolution, the said Governor shall cause him to be seized and sent to Persia.

#### ARTICLE 9.

Should His Persian Majesty require assistance from the English Government in the Persian Gulf, they shall, if convenient and practicable, assist him with ships of war and troops. The expenses of such expedition shall be accounted for and defrayed by the Persian government, and the above ships

shall anchor in such ports as shall be pointed out by the Persian government, and not enter other harbours without permission, except from absolute necessity.

#### ARTICLE 10.

The British Government shall pay the allowances of the officers, drill sergeants, &c., sent to discipline the Persian army; but as it is not the wish of His Persian Majesty that any one should serve him without profiting by his generosity, His Majesty will make them an allowance as here detailed.

The King of Persia's allowance per annum to the different ranks of officers, sergeants, &c. :—

			<i>Horse Artillery.</i>		
			Tomans.		
Lieutenant General	...	...	3,600	Colonel	...
Major	„	...	2,600	Lieutenant-Colonel	...
Brigadier	„	...	1,800	Major	...
				Captain	...
				Lieutenant	...
			Tomans.		
<i>Engineers.</i>				<i>Infantry and Artillery.</i>	
Colonel	...	...	1,500	Colonel	...
Lieutenant-Colonel	...	...	510	Lieutenant-Colonel	...
Major	...	...	340	Major	...
Captain	...	...	210	Captain	...
Lieutenant	...	...	150	Lieutenant	...
			Tomans.		
<i>Horse Artillery.</i>				<i>Infantry.</i>	
Serjeant-Major	...	...	25	Serjeant-Major	...
Serjeant	...	...	21	Serjeant	...
Corporal	...	...	18	Corporal	...

The officers and sergeants, &c., at present in Persia, as well as those who may hereafter arrive here, shall receive allowances according to the above rates, and the senior or commanding officer of whatever rank he may be shall receive a further gratuity of half the allowance annexed to his rank, in addition, during the period of his command; and if, God forbid, any of them should be negligent in their duty, the matter being represented to the ambassador, such persons shall be dismissed His Persian Majesty's service.

#### ARTICLE 11.

Since it is the earnest wish of the two great sovereigns that this permanent alliance shall continue in their posterity, the high contracting parties agree that the respective heirs-apparent of each throne shall hold the Articles of this Treaty sacred, and if either of the heirs-apparent shall require assistance of a nature not specified in this Treaty, such shall be afforded according to the ability of the party in the manner most beneficial to the interests of the State requiring such assistance. The other assistance and subsidy, on the conditions and for the purposes explained in the above Articles of this Treaty, are of course to hold good with the respective heirs-apparent, &c., &c.

## ARTICLE 12.

The intention of this Treaty and the respective wishes of the high contracting powers are to afford mutual assistance, and thereby strengthen, consolidate, and extend their power and dominions for the purpose of defeating the aggressions of their enemies. As the sincere desire of His Britannic Majesty particularly is to strengthen and consolidate the Persian government so as to prevent foreign nations from invading Persia, and by his assistance to raise her political consequence and to increase her territory, the English Government will not interfere in any quarrels which may hereafter arise between the Princes, Noblemen, or great Chiefs of Persia, until the King then reigning shall require their assistance; and if one of the contending parties should offer a province of Persia with a view of obtaining assistance, the English Government shall not agree to such a proposal, nor by accepting it possess themselves of such part of Persia.

The Articles are thus auspiciously concluded.

This happy and fortunate Treaty, it is hoped, will for ever continue in force, and produce the fairest and most beneficial results.

We the undersigned plenipotentiaries of the high contracting powers, having concluded this auspicious Treaty in the true spirit of amity and sincerity in the twelve foregoing Articles, have hereunto set our hands and seals, in the royal city of Teheran, this fourteenth day of March, in the year of our Lord one thousand eight hundred and twelve, corresponding with the twenty-ninth of Safer-ol-Mazafer, in the year of the Hegira one thousand two hundred and twenty-seven.

On the Persian leaf.

L. S.

L. S.

L. S.

(Sd.) MOHAMMED SHEEFFEE. (Sd.) MOHAMMED HOSSEIN. (Sd.) GORE OUSELEY.

On the English leaf.

Seal.

Seal.

Seal.

GORE OUSELEY. MOHAMMED HOSSEIN. MOHAMMED SHEEFFEE.

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FORM of His MAJESTY FUTTEH ALI SHAH's ratification of the DEFINITIVE TREATY with ENGLAND.

This auspicious definitive Treaty which the three plenipotentiaries of the two high States have drawn up with the hand of sincerity and truth,

and the contents and meaning of which the splendid and glorious mind of the King like the sun has illuminated with its rays, has now received the splendour of his ratification. Please God, the all-perfect protector, the following Articles will for ever be preserved from langour in the execution of them.

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FORM of HIS ROYAL HIGHNESS ABRAS MIRZA's ratification of the DEFINITIVE TREATY  
with ENGLAND.

His high and potent Majesty, the asylum of the world, having been pleased to nominate me the slave of the threshold of created beings' asylum heir-apparent to his throne, in obedience to His Majesty's commands (the shade of God, to whom my life is a ready sacrifice), I have agreed to this same arrangement, and from this period to the end of time hold myself and my heirs, generation after generation, bound to respect and hold sacred the terms and the Articles comprised in this happy Treaty concluded between the two great States; and by the grace of God this alliance with Great Britain shall be binding and durable for ever. Please the Almighty, our defender during the lapse of ages, nothing shall intervene that may militate against it.

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No. CLXVI.

PRaise be to GOD, the ALL-PERFECT and ALL-SUFFICIENT.

These happy leaves are a nosegay plucked from the thornless garden of concord and tied by the hands of the plenipotentiaries of the two great States in the form of a definitive Treaty, in which the Articles of friendship and amity are blended.

Previously to this period, the high in station, Sir Harford Jones, Baronet, envoy extraordinary from the English Government, came to this Court to form an amicable alliance, and in conjunction with the plenipotentiaries of Persia, their Excellencies (titles) Mirza Mohammed Sheffee and Hajee Mohammed Hossein Khan concluded a preliminary Treaty, the particulars of which were to be detailed and arranged in a definitive Treaty, and the above-mentioned Treaty, according to its Articles, was ratified by the British Government.

Afterwards, when His Excellency Sir Gore Ouseley, ambassador extraordinary from His Britannic Majesty, arrived at this exalted and illustrious Court for the purpose of completing the relations of amity between the two States, and was invested with full powers by his own Government to arrange all the important affairs of friendship, the ministers of this virtuous State, with the advice and approbation of the above-mentioned ambassador, concluded a definitive Treaty consisting of fixed Articles and stipulations.

That Treaty having been submitted to the British Government, certain changes in its Articles and provisions consistent with friendship appeared necessary, and Henry Ellis, Esq., was accordingly dispatched to this Court in charge of a letter explanatory of the above-mentioned alterations. Therefore their Excellencies Mirza Mohammed Sheffee, Prime Minister (titles), Mirza Buzurg Caimaian (titles), and Mirza Abdul Wahab, Principal Secretary of State, were duly appointed and invested with full powers to negotiate with the plenipotentiaries of His Majesty, James Morier, Esq., recently appointed minister at this Court, and the above-mentioned Henry Ellis, Esq. These plenipotentiaries having consulted on the terms most advisable for this alliance, have comprised them in eleven Articles. What relates to commerce, trade, and other affairs will be drawn up and concluded in a separate commercial Treaty.

#### ARTICLE 1.

The Persian government judge it incumbent on them, after the conclusion of the definitive Treaty, to declare all alliances contracted with European nations in a state of hostility with Great Britain null and void, and hold themselves bound not to allow any European army to enter the Persian territory, not to proceed towards India, nor to any of the ports of that country, and also engage not to allow any individuals of such European nations entertaining a design of invading India, or being at enmity with Great Britain whatever, to enter Persia. Should any of the European powers wish to invade India by the road of Kharizm, Taturistan, Bokhara, Samarkand, or other routes, His Persian Majesty engages to induce the kings and governors of those countries to oppose such invasion, as much as is in his power, either by the fear of his arms or by conciliatory measures.

#### ARTICLE 2.

It is agreed that these Articles formed with the hand of truth and sincerity shall not be changed or altered, but there shall arise from them a daily increase of friendship which shall last for ever between the two most serene kings, their heirs, successors, their subjects, and their respective kingdoms, dominions, provinces, and countries; and His Britannic Majesty further engages not to interfere in any dispute which may hereafter arise between the Princes, Noblemen, and great Chiefs of Persia, and if one of the contending parties should even offer a province of Persia with a view of obtaining assistance, the English Government shall not agree to such a proposal, nor by adopting it possess themselves of such part of Persia.

#### ARTICLE 3.

The purpose of this Treaty is strictly defensive, and the object is that, from their mutual assistance, both States should derive stability and strength, and this Treaty has only been concluded for the purpose of repelling the aggression of enemies; and the purport of the word aggression in this Treaty is an attack upon the territories of another State. The limits of the territories of the two States of Russia and Persia shall be determined according to the admission of Great Britain, Persia, and Russia.

## ARTICLE 4.

It having been agreed by an Article in the preliminary Treaty concluded between the high contracting parties that in case of any European nation invading Persia, should the Persian Government require the assistance of the English, the Governor General of India, on the part of Great Britain, shall comply with the wish of the Persian government by sending from India the force required, with officers, ammunition, and warlike stores, or, in lieu thereof, the English Government shall pay an annual subsidy, the amount of which shall be regulated in a definitive Treaty to be concluded between the high contracting parties; it is hereby provided that the amount of the said subsidy shall be two hundred thousand (2,00,000) Tomans annually. It is further agreed that the said subsidy shall not be paid in case the war with such European nation shall have been produced by an aggression on the part of Persia; and since the payment of the subsidy will be made solely for the purpose of raising and disciplining an army, it is agreed that the English minister shall be satisfied of its being duly applied to the purpose for which it is assigned.

## ARTICLE 5.

Should the Persian government wish to introduce European discipline among their troops, they are at liberty to employ European officers for that purpose, provided the said officers do not belong to nations in a state of war or enmity with Great Britain.

## ARTICLE 6.

Should any European power be engaged in war with Persia when at peace with England, His Britannic Majesty engages to use his best endeavours to bring Persia and such European power to a friendly understanding. If, however, His Majesty's cordial interference should fail of success, England shall still, if required, in conformity with the stipulations in the preceding Articles, send a force from India, or, in lieu thereof, pay an annual subsidy of two hundred thousand Tomans for the support of a Persian army so long as a war in the supposed case shall continue and until Persia shall make peace with such nation.

## ARTICLE 7.

Since it is the custom of Persia to pay the troops six months in advance, the English minister at that Court shall do all in his power to pay the subsidy in as early instalments as may be convenient.

## ARTICLE 8.

Should the Afghans be at war with the British nation, His Persian Majesty engages to send an army against them in such force and in such manner as may be concerted with the English Government. The expense of such an army shall be defrayed by the British Government in such manner as may be agreed upon at the period of its being required.



## ARTICLE 9.

If war should be declared between the Afghans and Persians, the English Government shall not interfere with either party unless their mediation to effect a peace shall be solicited by both parties.

## ARTICLE 10.

Should any Persian subject of distinction showing signs of hostility and rebellion take refuge in the British dominions, the English Government shall, on intimation from the Persian Government, turn him out of their country, or, if he refuse to leave it, shall seize and send him to Persia.

Previously to the arrival of such fugitive in the English territory, should the Governor of the district to which he may direct his flight receive intelligence of the wishes of the Persian government respecting him, he shall refuse him admission. After such prohibition, should such person persist in his resolution, the said Governor shall cause him to be seized and sent to Persia, it being understood that the aforesaid obligations are reciprocal between the contracting parties.

## ARTICLE 11.

Should His Persian Majesty require assistance from the English Government in the Persian Gulf, they shall, if convenient and practicable, assist him with ships of war and troops. The expenses of such expedition shall be accounted for and defrayed by the Persian government, and the above ships shall anchor in such ports as shall be pointed out by the Persian government, and not at other harbours without permission, except from absolute necessity.

A definitive Treaty between the two States having formerly been prepared, consisting of 12 Articles, and certain changes not inconsistent with friendship having appeared necessary, we, the plenipotentiaries of the two States comprising the said Treaty in 11 Articles, have hereunto set our hands and seals, in the royal city of Teheran, this twenty-fifth day of November, in the year of our Lord one thousand eight hundred and fourteen, corresponding with the twelfth Zialhajeh, in the year of the Hegira one thousand two hundred and twenty-nine.

L. S.

JAMES MORIER.

L. S.

ISASI.

L. S.

ABDUL WAHAB.

L. S.

MOHAMMED SHEFFER.

L. S.

HENRY ELLIS.

## No. CLXVII.

TRANSLATION of a BOND granted by ABBAS MIRZA, PRINCE ROYAL of PERSIA, to LIEUTENANT-COLONEL MACDONALD, BRITISH ENVOY.

Be it known to Colonel Macdonald, British envoy at our Court, that we, the heir apparent to the Persian throne, in virtue of the full powers vested in us by the Shah, in all matters touching the foreign relations of this kingdom, do hereby pledge our solemn word and promise that if the British Government will assist us with the sum of two hundred thousand Tomans (2,00,000) towards the liquidation of the indemnity due by us to Russia, we will expunge, and hereafter consider as annulled, the 3rd and 4th Articles of the definitive Treaty between the two States, concluded by Mr. Ellis, and obtain the royal sanction to the same.

This paper bears the Seal of His Royal Highness Abbas Mirza and that of his Persian Majesty's minister the Kaim Mukam.

*Dated in the month of Shaban, or March 1828.*

RUCKUM of HIS ROYAL HIGHNESS the HEIR-APPARENT, ratifying the ABROGATION of the Articles 3 and 4 of the TREATY with ENGLAND.

Relative to the Articles 3 and 4 of the Treaty between England and Persia, which was concluded by Mr. Ellis, in the month Zihija A.H. 1229, agreeably to the engagements entered into with your Excellency, that in consequence of the sum of 2,00,000 Tomans, the currency of the country, presented as an aid to Persia in consideration of the losses she has sustained in the war with Russia, we, the heir-apparent, vested with full powers in all matters connected with the politics of this nation, have agreed that the said two Articles shall be expunged, and have delivered a bond to your Excellency, which is already in your hands.

In the month of Zikayda A.H. 1243, on our going to wait upon His Majesty at Teheran, in conformity with the note addressed to your Excellency by Mirza Abul Hossein Khan, the Minister for Foreign Affairs, we were appointed sole Agent in this matter by His Majesty with unlimited authority; therefore, as the government of England, through the medium of Colonel Macdonald, have afforded us the assistance of 2,00,000 Tomans, we, the representative of the king, have on this day, the 14th of the month Suffer, and the 24th of the Christian month August, annulled the two obnoxious Articles of our propitious Treaty.

The envoy, considering this document as a ratification on the subject of the two Articles, will know that it is liable to no further comment from the ministers of the Shah's Court.

Sealed by H. R. H. ABBAS MIRZA.

TRANSLATION of a FIRMAN from HIS MAJESTY the SHAH to COLONEL MACDONALD,  
BRITISH ENVOY in PERSIA.

After Compliments.—Let it be known to Colonel Macdonald, the English envoy exalted by our munificence, that our noble son having represented to us his having recently come to an arrangement relative to the two Articles of the Treaty with England, we have ordered that what has been executed by our son touching this transaction, in conformity with the Firman of full powers granted him by us, be confirmed by our royal ratification and consent, and we duly appreciate the exertions of Your Excellency during the last year, which have obtained you the good-will of the Shah.

Regarding the crore of Tomans required for the redemption of Khoré, agreeably to what has been laid before us, His Royal Highness Abbas Mirza has directed the payment of 4,00,000 Tomans by Mahomed Mirza, and we have besides instructed the remaining 1,00,000 Tomans to be delivered to Mirza Abul Hossein Khan, Minister for Foreign Affairs, for the purpose of being transmitted to you.

Your Excellency will therefore, conceiving this Firman as your security, become responsible for the payment of the above sum, which will be afterwards repaid to you by the Lord of Exalted Rank Mirza Abul Hossein Khan; also make known to us all your wishes.

Scaled by H. H. FUTTEH ALI SHAH.

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No. CLXVIII.

TRANSLATION of a FIRMAN from HIS MAJESTY FUTTEH ALI SHAH of PERSIA, to HIS  
ROYAL HIGHNESS HOSSEIN ALI MIRZA, GOVERNOR GENERAL of FARS.

This auspicious Firman is issued to inform our beloved and renowned son, Hossein Ali Mirza, the Governor General of Fars, that the British Agent at the Court has represented to our ministers that the officers of the customs of Fars and the ports have commenced to exact a duty on horses purchased in Persia by British subjects for exportation to their own country. According to his statement this regulation did not formerly exist; and in consideration of the friendship between the two States which has rendered their interests inseparable, it is our wish in every respect to cultivate the present alliance; therefore our beloved son is ordered to give instructions, both with regard to horses and other property and goods belonging to British subjects, that no duties shall in future be levied on them, excepting such as long-established usages authorize.

You are enjoined to pay the fullest attention to the purport of this Firman, and not only to prevent the subjects of the British Government

from suffering any injustice or molestation, but to extend them every protection and indulgence.

Seal of His  
Majesty Fut-  
teh Ali Shah.

(True Translation.)

(Sd.) GEORGE WILLOCK.

*Dated Zilkad 1238, corresponding with July and August 1823.*

No. CLXIX.

Seal of Mo-  
hamed Shah.

Whereas the relations of friendship and amity between the powerful and dignified governments of Persia and England are fixed upon the most perfect and firm basis, and whereas it is agreeable to the exalted character of His Majesty that this friendship and amity should daily increase, and that mutual advantage should thence result, therefore, in the present auspicious year, and henceforth according to this gracious proclamation, we grant liberty and permission to the merchants of the British nation that having brought their merchandize to the territorial possessions of Persia, they may dispose of the same in perfect security and confidence, and that they shall pay to the officers of government the same public dues upon their goods as are paid by the merchants of the Russian government.

*In the month of Mohurrum, in the year of the Hegira 1252, May A.D. 1836.*

Witnesses' Seals follow.

No. CLXX.

COMMERCIAL TREATY concluded with the SHAH of PERSIA in 1841.

*Preamble.*—Whereas by the benign favour of the one Almighty God, whose bounties are infinite, from the day on which the Treaty of friendship and attachment was concluded between the glorious States of Great Britain

and Persia, the renowned and just Sovereigns of the two everlasting States have day by day and at all times attended to and observed the whole of its Articles and stipulations, and have caused the subjects of both governments to enjoy all its benefits and advantages except the Treaty of commerce, which, in the preamble of the Treaty of the year one thousand eight hundred and fourteen, the two governments engaged to conclude, and which up to this time, for certain reasons, has been postponed and left unfinished, therefore in this fortunate year, that all the stipulations of the auspicious Treaty may be fulfilled, His Majesty the Shah of Persia has appointed His Excellency Hajee Mirza Abul Hossein Khan, His Majesty's Secretary of State for Foreign Affairs, to be his sole plenipotentiary, and Her Majesty the Queen of Great Britain and Ireland, and Sovereign of India, has appointed Sir John McNeill, Knight, Grand Cross of the Most Honourable Order of the Bath, Her Majesty's Envoy Extraordinary and Minister Plenipotentiary to the Court of Persia, to be her sole plenipotentiary, and the said plenipotentiaries having concluded a commercial Treaty in these two Articles, have annexed and united it to the original Treaty that by the aid of God it may henceforth be observed between the two governments and be a source of advantage to the subjects of both.

#### ARTICLE 1.

The merchants of the two mighty States are reciprocally permitted and allowed to carry into each other's territories their goods and manufactures of every description, and to sell or exchange them in any part of their respective countries, and on the goods which they import or export custom duties shall be levied, that is to say, on entering the country the same amount of custom duties shall be levied once for all that is levied on merchandize imported by the merchants of the most favoured European nations, and at the time of going out of the country the same amount of custom duties which is levied on the merchandize of merchants of the most favoured European nations shall be levied from the merchants, subjects of the high contracting parties, and except this no claim shall be made upon the merchants of the two States in each other's dominions on any pretext or under any denomination, and the merchants or persons connected with or dependant upon the high contracting parties in each other's dominions mutually, shall receive the same aid and support and the same respect which is received by the subjects of the most favoured nations.

#### ARTICLE 2.

As it is necessary, for the purpose of attending to the affairs of the merchants of the two parties respectively, that from both governments commercial Agents should be appointed to reside in stated places, it is therefore arranged that two commercial Agents on the part of the British Government shall reside, one in the capital and one in Tabreez, and in those places only, and on this condition, that he who shall reside at Tabreez, and he alone, shall be honoured with the privileges of Consul General; and as for a series of years a Resident of the British Government has resided at Bushire, the

Persian government grants permission that the said Resident shall reside there as heretofore; and in like manner two commercial Agents shall reside on the part of the Persian government, one in the capital London, and one in the port of Bombay, and shall enjoy the same rank and privileges which the commercial Agents of the British Government shall enjoy in Persia.

This commercial Treaty we, the plenipotentiaries of the high contracting parties, have agreed to, and in witness thereof have set thereunto our hands and seals, at the capital city of Teheran, this twenty-eighth day of October in the year of our Lord one thousand eight hundred and forty-one, corresponding to the twelfth day of the month Ramzan, in the year of the Hegira 1257.

(Sd.) JOHN MCNEILL,

Scaled by MIRZA ABUL HOSSEIN KHAN,  
*Minister for Foreign Affairs.*

#### No. CLXXI.

TRANSLATION of a FIRMAN relating to BANKRUPTCIES, issued by the PERSIAN GOVERNMENT for the protection of BRITISH MERCHANTS at the instance of COLONEL SHEIL, HER MAJESTY'S CHARGÉ D'AFFAIRES at TEHERAN, dated Jummadee-ool-Awul 1260 Hegira, corresponding with May and June 1844.

This, that the high in rank (with other usual titles) Hossein Khan, Adjutant Bashee, Governor of the province of Yezd, honoured and exalted by the increasing favor of His Majesty, may know that the ministers of the British Government having, from a high sense of justice, certified that, with reference to the property remaining with bankrupts and insolvents, to be proportionately distributed and divided among their creditors, the subjects of the exalted Persian and British Governments, the dependants of that government (British), shall not on this head receive the slightest favour or distinction; and having at the present time requested, through the medium of their Chargé d'Affaires, His Excellency Colonel Sheil, that suitable regulations comprehended in certain Articles, not incompatible with the religion of Islam, should be passed for the protection of merchants, the dependants of the British Government, from all kinds of deceptions, frauds, and evil designs on the part of the insolvent and fraudulent bankrupt, and His Persian Majesty being earnestly desirous that foreign nations and merchants, the subjects of other States in the protected territories of the Shah in Shah, should be secured from every evil design of the insolvent and fraudulent bankrupt, accordingly these commercial regulations, which have been arranged between the ministers of the Persian government and His Excellency Colonel Sheil, the British Chargé d'Affaires, and have received the auspicious approval and approbation of His Majesty, are written and detailed for the information of that high in rank, &c. (Hossein Khan), in the body of this document.

## ARTICLE 1.

All deeds of purchase and sale, bonds, &c., shall henceforth be registered in the respectable (Dewan Khaneh) Courts of Equity in the special dufturs (records), which are returned by the Governor of each province, sealed with the Government Seal; in the said dufturs all claims should, according to their respective dates and numbers, be entered. The dates and numbers of the dufturs (entries) should also be inscribed on the face of the agreement. The pages of the dufturs should be numbered, and should contain no emendations or erasures.

## ARTICLE 2.

Agreements which have been rendered valid by registry in the large duftur should be again separately written in the Dewan Khaneh in alphabetical order, together with the names of the contracting parties, and a numerical list of the large dufturs be framed.

## ARTICLE 3.

Should there exist in one spot two bonds in the shape of claims for money, which have been duly registered in the Dewan Khaneh, that whose entry in the Dewan Khaneh shall bear the older date shall be first executed. This condition not to supersede those regulations relative to the proportional division of property which are to have effect at the period of bankruptcy.

## ARTICLE 4.

The registry of agreements is not essential, but bonds which, according to regulation, have been rendered valid by registry in the Dewan Khaneh, shall especially be held of greater validity over external bonds (contracted independently), which shall not be executed until the execution of those bonds which have been duly registered in the Dewan Khaneh shall have taken place; such independently contracted bonds may be brought to and registered in the Dewan Khaneh during the space of one year.

## ARTICLE 5.

Whoever shall (desire to) sell or place in pledge his immovable property, shall give into the hands of the purchaser a deed of sale or (بیع) transfer; should he not pay the money at the time agreed upon, he shall cause it to be put up to sale, and the Dewan Khaneh, previous to registering and rendering valid such agreement of purchase or sale, shall ascertain that its deed of sale or transfer has been delivered into the hands of the purchaser, and that the said real estate has not been sold nor given in pledge or security to some other person.

## ARTICLE 6.

The payment of the money of a bond shall not be (considered) proved until both creditor and debtor shall have attached their seals and signatures

to the bond that the whole of the money has been received ; otherwise, at the time of emergency, it will be necessary to establish the settlement of the debt by producing evidence and making affidavit.

#### ARTICLE 7.

On the death of a debtor, the creditors shall have the right of claiming their money from the heirs of the deceased previous to the maturity of the bond or promissory note, and the heirs to the property of the deceased shall satisfy those claims.

#### ARTICLE 8.

Every trader and merchant who shall appear insolvent shall make affidavit that he has not secreted any of his property, and shall establish (prove) his insolvency ; so, also, his partners and agents shall take oath that they have not secreted any of his property.

#### ARTICLE 9.

Such bankrupt shall not be at liberty until he shall have afforded bail for his appearance, and the magistrate shall distrain the effects of the bankrupt, and those of his children and women ; but in the event of its being proved that he has become owner of such property subsequent to his insolvency, whatever belonging to his relatives, and in which the bankrupt has no concern whatever, which has reached them as inheritance, or as the product of a separate trade or profession, or which has passed away to the husband as the dowries of the daughters, shall be free from distraint.

#### ARTICLE 10.

If the bankruptcy has been caused by accidental fire or shipwreck, proven, or by robbery by enemies, then in that case bail shall not be required.

#### ARTICLE 11.

The punishment of the fraudulent bankrupt shall be the same as that (laid down) for the thief and liar, and the authority to mitigate punishment in certain exceptions shall rest with the king only. The fraudulent bankrupt shall be imprisoned during the period of investigation, and shall not (be permitted) to hold communication with any one, even his own governors. All his property shall be distrained, and he may not a second time engage in trade, nor be (a Mahashir Kar) an agent in business. Similar punishment shall be inflicted upon his accomplices and those persons who may have secreted his property.

#### ARTICLE 12.

Agreements entered into by an insolvent after his insolvency has appeared and been proven shall be null and void ; and in like manner, all deeds of gift drawn out after his insolvency shall be null and void.



## ARTICLE 13.

The division of the property of a bankrupt among his creditors shall take place after the lapse of four months. If the effects of the bankrupt are of a kind (liable) to be speedily injured or destroyed, such as cattle, articles of food, &c., they shall, without delay, be turned into money. Merchandize which, after the publication of his insolvency, may be sent to the bankrupt, shall be distrained in the Custom House and sent to the Dewan Khaneh, and, in like manner, letters of whatever kind to the address of the bankrupt, indicative of absence of the truth of his insolvency, shall be taken to the Dewan Khaneh.

## ARTICLE 14.

The bankrupt not having satisfied all claims against him shall still be considered a debtor. His creditors shall, of their own accord, allow him time on account of the remainder of their claims, and in the interim whatever he may obtain or become heir to shall be given up in payment of his debts.

## ARTICLE 15.

Should there be any discrepancy between the entry in the duftur and the bond itself, and the Dewan Khaneh have erroneously made the registry, it (the Dewan Khaneh) shall make good the debts of the insolvent.

## ARTICLE 16.

Those reckoned fraudulent bankrupts are of the following description :—*1st*, those who cannot establish their insolvency nor give a public account of the money and effects they have received from others; *2nd*, those who, whether secretly or openly, convey merchandize to their homes; *3rd*, those who, aware of their insolvency, shall, after the same having become apparent, make gifts with a view to securing to themselves (*lit.* eating up) the property of their creditors; *4th*, those who shall again sell or give in pledge immoveable property already sold to or in pledge with others; *5th*, those who shall sell or give in pledge religious endowments (مال وقف)

## ARTICLE 17.

His Majesty the king has abolished all places of asylum in the homes of individuals, except in certain mosques and sanctified places, such as the houses of well known (Oolumas) priests and the king's palaces, which, from olden time, have been places of refuge; and has commanded that none of the subjects of this government (the Persian) shall admit into their houses delinquents, such as thieves, bankrupts, and others. Whoever shall disobey these royal orders shall subject himself to punishment.

## ARTICLE 18.

Since, for the transaction of mercantile affairs, a (Mullick-oot-Tijjar), or Chief of merchants, is in every place necessary, accordingly the ministers of the Persian government will appoint a Mullick-oot-Tijjar in every place in

Persia where extended commerce is carried on; and moreover, when the business of British merchants shall be transacted in the Dewan Khaneh, it (the Dewan Khaneh) shall arrange and settle the same in the presence of a delegate from the mission or consulate; and so, in like manner, the distraint of the property of a bankrupt or of the effects of a deceased debtor, in cases connected with foreign subjects, shall be made in the presence of a delegate from the British Authorities. The British Agents shall demand (the amount of) the claims of (due to the) bankrupts from his debtors, being natives of the country, in the same manner as if the debtors were themselves subjects of the British Government.

Reverting to Article 5, treating of immoveable property. In Persia there are three descriptions of persons holding villages: *1st*, the king; *2nd*, the landed proprietor (malik); *3rd*, the inhabitants. Should the malik (desire to) place his village in pledge, he shall, in order to obviate discussion, first obtain the permission of the king's government and of the inhabitants.

It is necessary that the high in rank before mentioned should make known and publish the above-written details in the Dewan Khanehs of the province of Yezd according to these instructions, and strictly warn the authorities and executives of the Dewan Khanehs of the province alluded to, to act up to the commands conveyed in this august document, nor in any way swerve from or disobey them. Let them consider the same their bounden duty.

*Written in the month of Jemmadec-ool-Awul, in the year of the Hegira 1260.*

#### No. CLXXII.

ENGAGEMENT prohibiting the IMPORTATION of AFRICAN SLAVES into PERSIA by SEA.

LIEUTENANT-COLONEL FARRANT to HAJEE MIRZA AGHASSEE, June 12th, 1848.

With regard to the abolition of the traffic in negroes (slaves) by sea, it is a long time since it was promised, and your Excellency recently informed me yourself that the discussions on this subject were nearly brought to a conclusion, and that, please God, it would be completed in a few days; but as yet it has not been finished.

If the Persian government had appreciated my representations on this subject, the prohibition would ere this have been sanctioned; but as this has not been the case, I am now obliged to demand a clear and decisive answer on this subject, as to whether the Persian government will issue an order prohibiting the importation of negroes by sea or not.

If it be the intention of the Persian government to issue this order, I request to be made acquainted with to-day; and if it is not their intention to do so, an immediate and explicit answer is necessary to enable me to forward it for the information of my government, and that your Excellency, after all your promises, should no longer evade giving me a decided answer on this subject.

The British Government are very anxious to know the determination of the Persian government, and I therefore request your Excellency will be good enough to send me a positive answer, as my government will not consent to any further delay on my part in this matter.

Translated by

(Sd.) JOSEPH REED.

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TRANSLATION of an AUTOGRAPH NOTE from HIS MAJESTY the SHAH to HAJEE' MIRZA AGHASSEE, June 12th, 1848, Rejjeb 10th, 1261.

Your Excellency the Hajee, let them not bring any negroes by sea, let them be brought by land. Purely for the sake of Farrant Sahib (Lieutenant Colonel Farrant), with whom I am much pleased, I have consented to this. On this subject write to the Governors of Fars and Arabia (Persian Arabia).

Solely on account of the goodness of Farrant\* I have consented, otherwise some trifling discussions still exist between us and the English Government.

Translated by

(Sd.) JOSEPH REED.

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HAJEE MIRZA AGHASSEE to LIEUTENANT COLONEL FARRANT, 12th June 1848.

*Translation.*

Your communication regarding negroes has been received and its contents fully understood.

•With a view to the request made by you, my sincere and esteemed friend, and solely on account of the sincere friendship and good feelings I entertain towards you, I did not consider it proper to withhold or delay the fulfilment of your desire, and exerted my endeavours to preserve the existing friendship between the two exalted governments of Persia and England by laying your request in detail at a most fortunate time before His Majesty, &c., &c., the Shah; may his dominion and sovereignty be everlasting!

An imperative order has been issued which evinces the exceedingly great favour entertained towards you, my honoured friend, by His Majesty, &c. &c., the Shah, which is evident will always increase. The importation of slaves by sea alone is forbidden, and imperative orders will be issued to the Governors of Fars and Arabia that hereafter strict prohibition should be observed that no negroes should be either imported or exported except by land.

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\* Thus in the original.

This affair, in fulfilment of the request of that esteemed friend, has, thank God, been concluded through the countless favour of His Majesty, &c., &c., the Shah, towards you, and by my exertions.

But the Persian ministers in equal proportion require that, by the true friendship of the ministers of the British Government, when they make a request it will also be acceded to.

Translated by  
(Sd.) JOSEPH REED.

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TRANSLATION of a FIRMAN issued by HIS MAJESTY the SHAH to HOSSEIN KHAN, GOVERNOR of FARS.

To the high in rank, the pillar of nobility, &c., &c., Hossein Khan, the Controller of State affairs and Governor of Fars, who has been exalted and supported by the distinguished favours of His Majesty, &c., &c., the Shah, be it known—

That it is a long time since a request for the abolition of the importation of negroes by sea was made on the part of the ministers of the British Government to the ministers and authorities of this kingdom, but their request during this long period has not obtained an answer or (our) consent.

But in consequence of the favour entertained by our august sovereign, &c., &c., towards the high in rank, the sincere well-wisher of the State, the chosen among Christian nobles, &c., &c., Colonel Farrant, Chargé d'Affaires of the English Government, on account of his respectful conduct and manner of proceeding which have been made manifest, and purely for the regard we entertain for him, we have accepted and complied with his request, and we have ordained that henceforward that high in rank shall warn all merchants and persons passing to and fro to discontinue to bring negroes by sea; and that they shall not export or import negroes except by land, which is by no means forbidden. That high in rank will be held responsible for the fulfilment of the orders contained in this communication.

*Written in the month of Rejeb 1264.*

Translated by  
(Sd.) JOSEPH REED.

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TRANSLATION of a FIRMAN issued by HIS MAJESTY the SHAH to MIRZA NEBBEE KHAN, GOVERNOR of ISPAHAN and PERSIAN ARABIA.

To the high in rank, the superior of Generals, the esteemed of the sovereign, Mirza Nebbee Khan, Chief of the Civil Law Court and Governor of Ispahan and Arabia, who has been honoured by the favour of the pure mind

of the king of kings, be it known that at this time the high in rank, the noble and exalted, possessed of dignity, the pillar of Christian nobles, the cream of the great men of Christendom, the undoubted well-wisher of the State, Colonel Farrant, Chargé d'Affaires of the exalted English Government, who enjoys the unbounded favor of His Majesty the Shah, whose resplendent mind is desirous to gratify him, made a friendly request on the part of the ministers of that exalted government from the ministers of His Majesty the Shah, &c., &c., that with a view to preserve the existing friendship between the two exalted States, a decree should be issued from the source of magnificence (the Shah) that hereafter the importation of the negro tribes by sea should be forbidden, and this traffic be abolished.

In consequence of this, it is ordered and ordained that that high in rank after perusing this Firman, which is equal to a decree of fate, it will be incumbent on him to issue positive and strict injunctions to the whole of the dealers in slaves who trade by sea, that henceforth by sea alone the importation and exportation of negroes into the Persian dominions is entirely forbidden, but not by land. Not a single individual will be permitted to bring negroes by sea without being subjected to severe punishment.

That high in rank must in this matter give peremptory orders throughout his government and not be remiss.

*Written in the month of Rejjeb 1264, June 1848.*

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### No. CLXXIII.

CONVENTION concluded between COLONEL SHEIL and AMERR-E-NIZAM for the detention and search of PERSIAN VESSELS by BRITISH and EAST INDIA COMPANY'S CRUIZERS.

The Persian government agrees that the ships of war of the British Government and of the East India Company shall, in order to prevent the chance of negro slaves, male and female, being imported, be permitted for the period of eleven years to search Persian merchant vessels in the manner detailed in this document, with the exception of Persian government vessels, not being vessels the property of merchants, or the property of Persian subjects; with those government vessels there is to be no interference whatever. The Persian government agrees that in no manner whatever shall any negro slaves be imported in the vessels of the Persian government.

### THE AGREEMENT IS THIS—

*First.*—That in giving this permission to search mercantile vessels and those of subjects, the search shall from the first to the last be effected with the co-operation, intervention, and knowledge of Persian officers, who are to be on board vessels of the English Government.

*Second.*—The merchant vessels shall not be detained longer than is necessary to effect the search for slaves. If slaves should be found in any of those

vessels, the British Authorities are to take possession of them, and to carry them away, without detaining or causing them (that is, the people of the ship importing slaves) any other damage besides that of depriving them of the slaves. The vessel itself in which the slaves have been imported shall, by the co-operation and knowledge of the officers of the Persian government, who are on board of the British cruisers, be delivered to the authorities of the Persian ports, who are there on the part of the Persian government; and the authorities of this (the Persian) government are to punish and fine, in a manner suitable to the crime he has committed, the owner of that slaving vessel who has acted in contravention of the commands of His Majesty the king of Persia by importing slaves.

The British ships of war are not in any manner to interfere with the Persian trading vessels without the co-operation of the Persian government officers; but the Persian Government officers must not on their part be remiss in the duty committed to them.

This convention is to be in force for a period of eleven years, and after these eleven years have expired, and the stipulated period has elapsed, if the Persian vessels shall be interfered with for even a single day beyond the eleven years, it will be opposed to the course of friendship with the Persian government and to the maintenance of her rights, and this government will make a demand for satisfaction.

If the slaves who have been heretofore in Persia, and are now there, should, from the present date and henceforward, wish to proceed by sea on a pilgrimage to Mecca, or to India, or travel by sea, they must, with the knowledge of the British Resident in Bushire, procure a passport from the officer at the head of the Persian Passport Office in Bushire, and no exception shall hereafter be taken to any slave holding a passport. The passport (regulation) obtained with the knowledge of the British Resident at Bushire, is, like the other stipulations written above, to be for a period of eleven years.

This agreement of the right of search, and the appointment of the Persian government officers to be on board the British cruisers, will come in force on the 1st of Rubbee-ool-Awul 1268 (January 1st, 1852).

From the date of this document to the above date there is no right of search.

The Articles written in this document have from first to last been agreed to by both parties, and confirmed by the ministers of both governments, and nothing is to be done in contravention thereof.

*Written in the month of Shuwal 1267, August 1851.*

Done in duplicate, signed and sealed  
by Mirza Tukee Khan, Ameer-é-Nizam  
of the Persian government. Date as  
above.

(Sd.) JUSTIN SHEIL,  
*Her Britannic Majesty's Minister  
Plenipotentiary and Envoy Extra-  
ordinary at the Court of Persia.*

## No. CLXXIV.

ENGAGEMENT of the PERSIAN GOVERNMENT regarding HERAT.

*Translation.\**

15th Rebbel-oo-Sanee 1269 (January 25th, 1853).

The Persian government engages not to send troops on any account to the territory of Herat, excepting when troops from without attack that place, that is to say, troops from the direction of Cabool, or from Candahar, or from other foreign territory; and in case of troops being despatched under such circumstances, the Persian government binds itself that they shall not enter the city of Herat, and that immediately on the retreat of the foreign troops to their own country, the Persian force shall forthwith return to the Persian soil without delay.

The Persian government also engages to abstain from all interference whatsoever in the internal affairs of Herat, likewise in (regard to) occupation or taking possession, or assuming the sovereignty or government, except that the same amount of interference which took place between the two in the time of the late Zuheer-ood-Dowlah, Yar Mahomed Khan, is to exist as formerly. The Persian government, therefore, engages to address a letter to Syed Mahomed Khan, acquainting him with these conditions, and to forward it to him (by a person) accompanied by some one belonging to the English mission, who may be in Meshed.

The Persian government also engages to relinquish all claim or pretension to the coinage of money and to the "Khootbeh," or to any other mark whatever of subjection or of allegiance on the part of the people of Herat to Persia. But if, as in the time of the late Kamran and in that of the late Yar Mahomed Khan, they should, of their own accord, send an offering in money and strike it in the Shah's name, Persia will receive it without making any objection. This condition will also be immediately communicated to Syud Mahomed Khan. They also engage to recall Abbas Koolce Khan, Peesecan, after four months from the date of his arrival, so that he may not reside there permanently; and hereafter no permanent agent will be placed in Herat, but intercourse will be maintained as in the time of Yar Mahomed Khan. Neither will they maintain a permanent agent on the part of Herat in Teheran. There will be the same relations and privileges which existed in Kamran's time, and in that of the late Yar Mahomed Khan. For instance, if at any time it should be necessary for the punishment of the Toorkomans, or in case of disturbance or rebellion in the Shah's dominions, that the Persian government should receive assistance from the Heratees, similar to that afforded by the late Yar Mahomed Khan, they may, as formerly, render assistance of their own accord and free-will, but not of a permanent nature.

The Persian government further engages, unconditionally and without exception, to release and set free all the Chiefs of Herat who are in Meshed or

\* This translation was made in 1857 from the original Persian, as some doubt was raised as to the correctness of the translation made in 1853.

in Teheran or in any other part of Persia, and not to receive any offenders, prisoners, or suspected persons whatsoever from Syed Mahomed Khan, with the exception of such persons as, having been banished by Syed Mahomed Khan from Herat, may come here and themselves desire to remain, or to enter the service. These will be treated with kindness and favour as formerly. Distinct orders will be issued immediately to the Prince Governor of Khorasan to carry out these engagements.

The above six engagements on the part of the Persian government are to be observed and to have effect; and the Persian ministers, notwithstanding the rights which they possess in Herat, solely out of friendship, and to satisfy the English Government, have entered into these engagements with the English Government so long as there is no interference whatsoever on its part in the internal affairs of Herat and its dependencies; otherwise these engagements will be null and void, and as if they never had existed or been written. And if any foreign (State), either Afghan or other, should desire to interfere with or encroach upon the territory of Herat or its dependencies, and the Persian ministers should make the request, the British Government are not to be remiss in restraining them and in giving their friendly advice, so that Herat may remain in its own state of independence.

Seal and autograph of the Sadr Azim.

Translated by

(Sd.) RONALD F. THOMSON.

THE SADR AZIM to SYED MAHOMED KHAN, RULER of HERAT.

*Translation.*

January 26th, 1853.

The Persian ministers, from the time when they began to give aid and assistance to you, my son, had no intention of taking possession or assuming sovereignty over Herat; nay, they were desirous that it should remain in a state of independence, and be preserved from the attacks and invasions of foreigners. They had no views of acquisition on the Herat soil, or of raising contributions from Herat or the people of Herat, and these circumstances were made known to the Mufti (lately Political Agent from the Governor of Herat to the Shah) when he was here. Now, when their intentions have, thank God, been accomplished, it is necessary that I should inform you, my son, of the Articles and engagements which the (Persian) ministers have imposed upon themselves. They are to the following effect:—

That the Persian ministers never had, nor will ever have, any idea of taking possession, assuming the sovereignty, or governing either Herat or the Herat territory, or its people, and will not interfere in any manner whatsoever in the internal affairs of Herat, so that they may be independent in their country and their own affairs, without the interference of any one belonging either to this government or to the Afghans of Cabool and Candahar, or other foreigners. They will not in any manner agree that the Khooh-



beh (prayer in the Shah's name) should be recited in the name of His Majesty (the Shah). With regard to the coinage also, solely to secure your independence, my son, they will never consent that the current coin should be struck in the name of His Majesty (the Shah). But if, as in the times of the late Kamran and the late Yar Mahomed Khan, you should desire to send a sum of money as an offering, and that money should be struck in His Majesty's name, the Persian ministers will not object to it and it will be received. If at any time it should be necessary that the people of Herat should give assistance to Persia in order to punish the Toorkomans, or when there is a disturbance or rebellion in the Persian territory, they may of their own free-will, as was formerly done in the time of the late Yar Mahomed Khan, send assistance in men, but not as a permanent force. Yes, that which His Majesty the Shah considers imperative on him, on account of the services rendered by the late Zuheer-ood-Dowlah is, that if any foreign troops, Afghan or other, should invade Herat, the ministers of this ever-enduring State shall despatch troops to the aid of Heratees, to join the Herat troops outside of the town of Herat, and when the foreign troops have been expelled from the Herat soil, to return immediately to the Persian territory. No doubt after you have become acquainted with the real sentiments of the (Persian) ministers, you will act in conformity with them.

Translated by

(Sd.) WILLIAM TAYLOUR THOMSON.

FIRMAN of the SHAH to SYED MAHOMED KHAN, RULER of HERAT.

*Translation.*

January 29th, 1853.

Let the high in rank, &c., Zuheer-ood-Dowlah, Syed Mahomed Khan, feel assured of our royal favour, and know that the engagement given by the ministers of this government, with regard to Herat, and to acquire independence for him, is as His Excellency the Sadr Azim has written to him. No doubt he, Syed Mahomed Khan, will be made acquainted with it, and will act in conformity with it. Let him know that he enjoys the highest favour of our royal person, and represent his prayers to us.

Translated by

(Sd.) WILLIAM TAYLOUR THOMSON.

LIEUTENANT-COLONEL SHEIL to SYED MAHOMED KHAN, RULER of HERAT.

Your Excellency has no doubt heard of the anxiety testified many years ago by the government of Her Majesty the Queen of Great Britain for the maintenance of the independence of Herat. Although circumstances have withdrawn Her Majesty's government of late from any direct connection with Afghanistan, they have not ceased to take a warm interest in the welfare and prosperity of Herat, and in the preservation of its independence under Afghan

rule. They have watched with solicitude during the last year and a half, since your Excellency's accession to the government of that country, the progress of events in Herat, and the issue has been that they have felt themselves called on to require an explanation from the Persian ministers for their share in certain proceedings connected with your Excellency's territory, and to claim from them assurances for the maintenance of that territory independent of Persian rule. The discussions which followed terminated in certain engagements concluded by this government, and which I deem it my duty to bring to the knowledge of your Excellency. They are contained in the three enclosed papers, which are copies of the originals, consisting of a document sealed by the Prime Minister of Persia, a letter from the Prime Minister to your Excellency, and a Firman from the Shah to your address, ratifying the engagements of the Sadr Azim.

These documents sufficiently explain the views of Great Britain, which, briefly stated, are a determination that Herat shall remain in Afghan hands and in independence.

I sincerely trust that the time has arrived when you will cease to require aid from the government of this country, and that henceforward your Excellency will be able alone to maintain the integrity of your country. Your Excellency may be assured that the ruler who seeks foreign aid loses the respect and the loyalty of his subjects, and that there is only one termination to repeated applications for foreign succour. The good-will of your subjects is your surest safeguard. By upright, just, and impartial government, by cultivating Afghan national feeling, there can be no doubt of your ability to maintain your position against all intruders, in the same manner that your Excellency's father, the late Yar Mahomed Khan, accomplished with such brilliant success.

My messenger, who will deliver this communication, will await your Excellency's convenience to return with an answer in acknowledgment of its receipt.

Translated into Persian by

(Sd.) WILLIAM TAYLOUR THOMSON.

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No. CLXXV.

TREATY of PEACE between HER MAJESTY the QUEEN of the UNITED KINGDOM of GREAT BRITAIN and IRELAND and HIS MAJESTY the SHAH of PERSIA.

*Signed, in the English and Persian languages, at Paris, March 4th, 1857.*

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[Ratifications exchanged at Bagdad, May 2nd, 1857.]

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In the name of God, the Almighty, the All-Merciful.

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and His Majesty, whose standard is the Sun, the sacred, the august,

the great monarch, the absolute king of kings of all the States of Persia, being both equally and sincerely animated by a desire to put a stop to the evils of a war, which is contrary to their friendly wishes and dispositions, and to re-establish on a solid basis the relations of amity which had so long existed between the two exalted States by means of a peace calculated for their mutual advantage and benefit, have appointed as their plenipotentiaries for carrying into effect this desired object the following, that is to say :—

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, the Right Honourable Henry Richard Charles, Baron Cowley, a Peer of the United Kingdom, a Member of Her Majesty's Most Honourable Privy Council, Knight Grand Cross of the Most Honourable Order of the Bath, Her Majesty's ambassador extraordinary and plenipotentiary to His Majesty the Emperor of the French, &c., &c., &c.

And His Majesty the Shah of Persia, His Excellency the abode of greatness, the favourite of the king, Ferokh Khan, Ameen-ool-Moolk, the great ambassador of the mighty State of Persia, the possessor of the royal portrait and of the blue cordon, the bearer of the diamond-studded girdle, &c., &c., &c.

Who, having exhibited and exchanged their full powers, and found them to be in due form, have agreed upon and concluded the following Articles :—

#### ARTICLE 1.

From the day of the exchange of the ratifications of the present Treaty there shall be perpetual peace and friendship between Her Majesty the Queen of the United Kingdom of Great Britain and Ireland on the one part and His Majesty the Shah of Persia on the other, as likewise between their respective successors, dominions, and subjects.

#### ARTICLE 2.

Peace being happily concluded between their said Majesties, it is hereby agreed that the forces of Her Majesty the Queen shall evacuate the Persian territory, subject to conditions and stipulations hereafter specified.

#### ARTICLE 3.

The high contracting parties stipulate that all prisoners taken during the war by either belligerent shall be immediately liberated.

#### ARTICLE 4.

His Majesty the Shah of Persia engages, immediately on the exchange of the ratifications of this Treaty, to publish a full and complete amnesty, absolving all Persian subjects who may have in any way been compromised by their intercourse with the British forces during the war from any responsibility for their conduct in that respect, so that no persons, of whatever degree, shall be exposed to vexation, persecution, or punishment on that account.

## ARTICLE 5.

His Majesty the Shah of Persia engages further to take immediate measures for withdrawing from the territory and city of Herat, and from every other part of Afghanistan, the Persian troops and authorities now stationed therein; such withdrawal to be effected within three months from the date of the exchange of the ratifications of this Treaty.

## ARTICLE 6.

His Majesty the Shah of Persia agrees to relinquish all claims to sovereignty over the territory and city of Herat and the countries of Afghanistan, and never to demand from the Chiefs of Herat, or of the countries of Afghanistan, any marks of obedience, such as the coinage, or "Khootbeh," or tribute.

His Majesty further engages to abstain hereafter from all interference with the internal affairs of Afghanistan. His Majesty promises to recognise the independence of Herat and of the whole of Afghanistan, and never to attempt to interfere with the independence of those States.

In case of differences arising between the government of Persia and the countries of Herat and Afghanistan, the Persian Government engages to refer them for adjustment to the friendly offices of the British Government, and not to take up arms unless those friendly offices fail of effect.

The British Government, on their part, engage at all times to exert their influence with the States of Afghanistan, to prevent any cause of umbrage being given by them, or by any of them, to the Persian Government; and the British Government, when appealed to by the Persian Government, in the event of difficulties arising, will use their best endeavours to compose such differences in a manner just and honourable to Persia.

## ARTICLE 7.

In case of any violation of the Persian frontier by any of the States referred to above, the Persian Government shall have the right, if due satisfaction is not given, to undertake military operations for the repression and punishment of the aggressors; but it is distinctly understood and agreed to that any military force of the Shah which may cross the frontier for the above mentioned purpose shall retire within its own territory as soon as its object is accomplished, and that the exercise of the above-mentioned right is not to be made a pretext for the permanent occupation by Persia, or for the annexation to the Persian dominions, of any town or portion of the said States.

## ARTICLE 8.

The Persian Government engages to set at liberty without ransom, immediately after the exchange of the ratifications of this Treaty, all prisoners taken during the operations of the Persian troops in Afghanistan, and all Afghans who may be detained either as hostages or as captives on political grounds in any part of the Persian dominions shall, in like manner, be set

free; provided that the Afghans, on their part, set at liberty, without ransom, the Persian prisoners and captives who are in the power of the Afghans.

Commissioners on the part of the two contracting powers shall, if necessary, be named to carry out the provisions of this Article.

#### ARTICLE 9.

The high contracting parties engage that, in the establishment and recognition of Consuls-General, Consuls, Vice-Consuls, and Consular Agents, each shall be placed in the dominions of the other on the footing of the most favoured nation; and that the treatment of their respective subjects and their trade shall also, in every respect, be placed on the footing of the treatment of the subjects and commerce of the most favoured nation.

#### ARTICLE 10.

Immediately after the ratifications of this Treaty have been exchanged, the British mission shall return to Teheran, when the Persian Government agrees to receive it with the apologies and ceremonies specified in the separate note signed this day by the plenipotentiaries of the high contracting parties.

#### ARTICLE 11.

The Persian Government engages, within three months after the return of the British mission to Teheran, to appoint a Commissioner, who, in conjunction with a Commissioner to be appointed by the British Government, shall examine into and decide upon the pecuniary claims of all British subjects upon the Government of Persia, and shall pay such of those claims as may be pronounced just, either in one sum or by instalments, within a period not exceeding one year from the date of the award of the Commissioners, and the same Commissioners shall examine into and decide upon the claims on the Persian government of all Persian subjects, or the subjects of other powers, who, up to the period of the departure of the British mission from Teheran, were under British protection, which they have not since renounced.

#### ARTICLE 12.

Saving the provisions in the latter part of the preceding Article, the British Government will renounce the right of protecting hereafter any Persian subject not actually in the employment of the British mission, or of British Consuls-General, Consuls, Vice-Consuls, or Consular Agents, provided that no such right is accorded to or exercised by any other foreign powers; but in this, as in all other respects, the British Government requires, and the Persian government engages, that the same privileges and immunities shall in Persia be conferred upon and shall be enjoyed by the British Government, its servants and its subjects, and that the same respect and consideration shall be shown for them, and shall be enjoyed by them, as are conferred upon and enjoyed by and shown to the most favoured foreign government, its servants and its subjects.

## ARTICLE 13.

The high contracting parties hereby renew the agreement entered into by them in the month of August 1851 (Shawal 1267) for the suppression of the slave-trade in the Persian Gulf, and engage further that the said agreement shall continue in force after the date at which it expires, that is, after the month of August 1862, for the further space of ten years, and for so long afterwards as neither of the high contracting parties shall, by a formal declaration, annul it; such declaration not to take effect until one year after it is made.

## ARTICLE 14.

Immediately on the exchange of the ratifications of this Treaty, the British troops will desist from all acts of hostility against Persia, and the British Government engages further that, as soon as the stipulations in regard to the evacuation by the Persian troops of Herat and the Afghan territories, as well as in regard to the reception of the British mission at Teheran, shall have been carried into full effect, the British troops shall, without delay, be withdrawn from all ports, places, and islands belonging to Persia; but the British Government engages that, during this interval, nothing shall be designedly done by the Commander of the British troops to weaken the allegiance of the Persian subjects towards the Shah, which allegiance it is, on the contrary, their earnest desire to confirm; and further, the British Government engages that, as far as possible, the subjects of Persia shall be secured against inconvenience from the presence of the British troops, and that all supplies which may be required for the use of those troops, and which the Persian government engages to direct its authorities to assist them in procuring, shall be paid for, at the fair market-price, by the British Commissariat immediately on delivery.

## ARTICLE 15.

The present Treaty shall be ratified, and the ratifications exchanged at Bagdad in the space of three months, or sooner, if possible.

In witness whereof the respective plenipotentiaries have signed the same, and have affixed thereto the seal of their arms.

*Done at Paris, in quadruplicate, this fourth day of the month of March, in the year of our Lord one thousand eight hundred and fifty-seven.*

(Sd.) COWLEY.

FEROKH (*in Persian*).

SEPARATE NOTE referred to in Article 10 of the foregoing TREATY.

*(Signed in the English and Persian languages.)*

The undersigned, Her Britannic Majesty's ambassador extraordinary and plenipotentiary to the emperor of the French, and His Persian Majesty's ambassador extraordinary and plenipotentiary to His said Imperial Majesty,

being duly authorized by their respective governments, hereby agree that the following ceremonial shall take place for the re-establishment of diplomatic and friendly relations between the Courts of Great Britain and Persia. This agreement to have the same force and value as if inserted in the Treaty of peace concluded this day between the undersigned :—

The Sadr Azim shall write, in the Shah's name, a letter to Mr. Murray, expressing his regret at having uttered and given currency to the offensive imputations upon the honour of Her Majesty's Minister, requesting to withdraw his own letter of the 19th of November, and the two letters of the Minister for Foreign Affairs of the 26th of November, one of which contains a rescript from the Shah, respecting the imputation upon Mr. Murray, and declaring, in the same letter, that no such further rescript from the Shah as that inclosed herewith in copy was communicated, directly or indirectly, to any of the foreign missions at Teheran.

A copy of this letter shall be communicated officially by the Sadr Azim to each of the foreign missions at Teheran, and the substance of it shall be made public in that capital.

The original letter shall be conveyed to Mr. Murray at Bagdad by the hands of some high Persian officer, and shall be accompanied by an invitation to Mr. Murray, in the Shah's name, to return with the mission to Teheran, on His Majesty's assurance that he will be received with all the honours and consideration due to the representative of the British Government; another person of suitable rank being sent to conduct him as Mehmandar on his journey through Persia.

Mr. Murray, on approaching the capital, shall be received by persons of high rank deputed to escort him to his residence in the town. Immediately on his arrival there, the Sadr Azim shall go in state to the British mission, and renew friendly relations with Mr. Murray, leaving the Secretary of State for Foreign Affairs to accompany him to the royal palace, the Sadr Azim receiving Mr. Murray and conducting him to the presence of the Shah.

The Sadr Azim shall visit the mission at noon on the following day, which visit Mr. Murray will return, at latest, on the following day before noon.

*Done at Paris, this fourth day of the month of March, in the year one thousand eight hundred and fifty-seven.*

(Sd.) COWLEY.

FEROKH (*in Persian*).

Annex to the preceding Note.

THE SHAH to the SADR AZIM, December 1855.

*Translation.*

Last night we read the paper written by the English Minister Plenipotentiary, and were much surprised at the rude, unmeaning, disgusting, and

insolent tone and purport. The letter which he before wrote was also impertinent. We have also heard that in his own house he is constantly speaking disrespectfully of us and of you, but we never believed; now, however, he has introduced it in an official letter. We are therefore convinced that this man, Mr. Murray, is stupid, ignorant, and insane, who has the audacity and impudence to insult even kings! From the time of Shah Sultan Hossein (when Persia was in its most disorganised state, and during the last fourteen years of his life, when by serious illness he was incapacitated for business) up to the present time, no disrespect towards the sovereign has been tolerated, either from the government or its Agent. What has happened now that this foolish Minister Plenipotentiary acts with such temerity? It appears that our friendly missions are not acquainted with the wording of that document; give it now to Mirza Abbas and Mirza Malcolm, that they may take and duly explain it to the French Minister and Hyder Effendi, that they may see how improperly he has written. Since last night till now our time has been passed in vexation. We now command you, in order that you may yourself know, and also acquaint the missions, that until the Queen of England herself makes us a suitable apology for the insolence of her envoy, we will never receive back this her foolish Minister, who is a simpleton, nor accept from her government any other Minister.

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#### No. CLXXVI.

CONVENTION between GREAT BRITAIN and PERSIA for extending and securing TELEGRAPHIC COMMUNICATION between EUROPE and INDIA, signed, in the ENGLISH and PERSIAN languages, at TEHERAN, April 2nd, 1868.\*

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, and His Majesty the King of all the Kingdoms of Persia, being desirous to extend and secure the means of telegraphic communication between Europe and India, have resolved to conclude a convention for that purpose, and have named as their Plenipotentiaries (that is to say):

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, Charles Alison, Esquire, Companion of Her Most Honourable Order of the Bath, Her Envoy Extraordinary and Minister Plenipotentiary at the Court of Persia;

And His Majesty the King of all the Kingdoms of Persia, His Excellency Meerza Saeed Khan, his Minister for Foreign Affairs, possessor of the Order of the Royal Portrait adorned with diamonds, and of the blue cordon, and bearer of the pearled tassel and rod adorned with diamonds, possessor of the Order of First Serteep with its special cordons, and bearer of the Order of St. Ann of the First Class adorned with diamonds, and of the Order of the Mejediah of the First Class, and of the First Order of the Iron Crown, and

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\* Ratification, exchanged at Teheran, August 25th, 1868.



the First Order of Leopold, and the First Order of Dannebrog, and the First Order of St. Maurice and Lazare, and the First Order of the Saviour of Greece, and the Order of the Polar Star of Sweden, and the Second Order of the Legion of Honour, and the First Order of the Osmaniah, and the First Order of the White Eagle with the blue cordon;

And the aforesaid distinguished representatives, after meeting in the capital of Teheran, and perusing and exchanging their letters of full power, and finding them in due order, have concluded the following Articles:

#### ARTICLE I.

In order to provide against any possible accident to the Persian Gulf Cable, it is agreed between the high contracting Governments of England and Persia, that the British Government shall make arrangements with regard to the construction and efficient working of a line of telegraph between Guadur and a point between Jask and Bunder Abbas.

#### ARTICLE II.

The Persian Government will employ, as far as possible, their good offices and authority for facilitating its construction, maintenance, and protection; and the English Government will pay annually to the Persian Government the sum of 3,000 tomans for leave to lay down the line of telegraph on those coasts and places which are under the sovereignty of Persia, the payment of the above sum being made from the day on which the work of laying the wires is commenced.

#### ARTICLE III.

The present convention shall remain in force for 20 years.

#### ARTICLE IV.

The present convention shall be ratified, and the ratifications exchanged at Teheran within five months, or sooner if practicable.

*Done at Teheran, on the 2nd day of April, A.D. 1868.*

(L. S.) C. ALISON.

(L. S.) MEERZA SAEED KHAN.

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#### No. CLXXVII.

ENGAGEMENT entered into by the PERSIAN MINISTER for FOREIGN AFFAIRS for the construction of a LINE of TELEGRAPH from KHANAKEEN to BUSHIRE.

#### ARTICLE 1.

The Persian government considers it necessary to construct a line of Telegraph without delay from Khanakeen to the capital, Teheran, and from

Teheran to the port of Bushire; and they agree that, whenever the English government may require to communicate by the said Telegraph, they are to be at liberty to do so through the Persian Telegraph officers in the way they may desire, paying for the same at rates to be specified hereafter.

#### ARTICLE 2.

The Persian government will assign a sum sufficient for the construction of this Telegraph, and for the purchase of such materials as are not procurable in Persia, or can be better obtained in Europe.

#### ARTICLE 3.

The Persian government engages to purchase from the English government all the materials which are better procurable in Europe, and the English government agrees to supply such materials at moderate prices.

#### ARTICLE 4.

In order that the said line of Telegraph may be well constructed and officially worked, the Persian government agrees to place it under the superintendence of an English Engineer Officer, who is to be paid by the English government, and they further agree to fix a period during which instruction may be given and the line may be brought into good working order; and his Royal Highness the Itizad-oo-Sultaneh, the Minister of Public Instruction, and His Excellency the Amin-ed-Dowleh will have cognizance of the aforesaid officer's proceedings.

#### ARTICLE 5.

The said officer will be fully empowered to call upon the Persian authorities to supply any materials he may consider requisite for this work, and the Persian authorities will make no alteration in his requisitions unless it should be impossible to obtain the thing required. But a Persian officer will accompany him everywhere, so that he may be informed of what is done, and of the prices of the materials; and the accounts will be audited by the above-mentioned Prince and by the Amin-ed-Dowleh every three months, when a report will be drawn up and printed in the *Teheran Gazette*.

#### ARTICLE 6.

In order to increase the friendship between the two governments, and to promote the above undertaking, the English government engages to purchase in England, at reasonable rates, with the approval of the Persian Minister Plenipotentiary, the materials required for this work, and to convey them to the Persian frontier, and to receive from the Persian government the price paid for the above articles by five instalments in five years after they are delivered on the frontier of Persia.

(In the handwriting of the Persian Minister for Foreign Affairs.)

The Persian government accepts this engagement. If the English government desires it, the construction of the line of Telegraph will be commenced in conformity with the above stipulation.

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Approved and accepted by Her Majesty's government on 6th February 1863.

### No. CLXXVIII.

#### TELEGRAPH CONVENTION with the KING of PERSIA.

As Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and His Majesty the King of all the Kingdoms of Persia are desirous of regulating the telegraphic communication between Europe and India, and of placing this work on the sure and friendly basis, they have resolved that a Convention for that purpose shall be concluded, wherefore their Majesties have named as their Plenipotentiaries—

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland.

His Excellency Charles Alison, Esquire, Companion of the Most Honourable Order of the Bath, Her Envoy Extraordinary and Minister Plenipotentiary at the Court of Persia.

And His Majesty the King of all the Kingdoms of Persia.

His Excellency Mirza Syud Khan, Minister for Foreign Affairs, possessor of the Order of the Royal Portrait adorned with diamonds and of the blue cordon, and bearer of the pearled tassel, and the rod adorned with diamonds, possessor of the Order of First Serteep with its special cordons, and bearer of the Order of Saint Ann, adorned with diamonds of the First Class, and of the Order of the Medjidie of the First Class, and of the First Order of the Iron Crown, and the First Order of Leopold, and the First Order of Daneborg, and the First Order of Saint Maurice and Lazare, and the First Order of the Saviour of Greece, and the Order of the Polar Star of Sweden, and the Second Order of the Legion of Honour.

And the aforesaid distinguished representatives, after meeting in the capital of Tehran, and perusing and exchanging their letters of full power, and finding them to be in due order, have concluded the following Articles:—

#### ARTICLE I.

In order to improve the telegraphic communication between Europe and India, the Persian Government agrees to attach another wire to the poles now standing from Bushire to Khannikeen, and to bring it into working order as soon as possible. The wire to be used solely for International Messages sent in European languages.

## ARTICLE II.

In order that the second wire may be attached in a complete and effective manner, the Persian Government also agrees that it shall be done under the direction and supervision of an English Engineer Officer and staff; and the Persian Government will use its best endeavours to collect the necessary materials and lay down the wire with all expedition.

## ARTICLE III.

The British Government agrees to procure for the Persian Government, at a reasonable price, and with the cognizance of a Persian Commissioner, all the wire insulators, morse instruments, &c., that may be requisite for this work inclusive of 200 iron posts for the marshy tracts of Bushire, and to deliver them over to the Government Commissioners at any seaports or frontier towns of Persia that may be suitable, receiving payment in five years in five instalments.

## ARTICLE IV.

The Persian Government, moreover, agrees that an English Telegraph Officer with the necessary staff not exceeding (50) fifty in number, exclusive of families, shall be engaged, from the opening of telegraphic communication through the new wire, for (5) five years in organizing the Persian line of telegraph and giving instructions in telegraphy. And the British Government agrees that the English Officer and his staff shall, at the expiration of the prescribed period, make over the said line to the Persian Government and cease connection with Persian Telegraph.

## ARTICLE V.

The conditions under which the English Officer shall exercise control over the second wire during the prescribed period are stated in the following Rules :—

1.—His Royal Highness the Itizad-es-Sultaneh, Minister of Science, or any other person who, by the Shah's order, may be appointed in his place, is to be considered the head and absolute chief of all the Persian Government Telegraphs.

2.—Any order which His Royal Highness or such other person in his place may issue concerning the protection of the line, its working, and the Persians employed on it, shall be given through and with the approval of the English Telegraph Officer.

3.—For the protection of the line, the whole distance from the Turkish Frontier to Bushire shall be divided from station to station into six sections as follows :—

From the Turkish Frontier to Hamadan.

Hamadan to Tehran.

Tehran „ Cashan.

Cashan „ Ispahan.

Ispahan „ Shiraz.

Shiraz „ Bushire.

To each of these divisions the Itizad-es-Sultaneh shall appoint a Persian Officer, who will be responsible to His Royal Highness for the protection of

the line situated within his limits. To enable the said Persian Officer, or Yaver, of each division to carry out his duties efficiently, a certain number of horsemen shall be stationed under his orders along the line. The Yaver will, of course, accept any suggestions which the English Telegraph Officer may give with reference to his charge, due regard being had to the customs of Persia and her power of carrying out such suggestions.

4.—The organization of offices and instruction of *employés* shall be exclusively in charge of the English Superintending Officers, who will be responsible for the working of the line in these respects; and the Persian Signallers shall be ordered to obey implicitly the instructions which the English Officers may give in the performance of their duties.

5.—In case of insubordination or misconduct on the part of the Persian Signallers, His Royal Highness the Itizad-es-Sultaneh engages to use his best endeavours in lawfully supporting the authority of the English Superintending Officer, exercised under the last rule. On the other hand, the English Officer engages that the bounds of that authority shall in no way be exceeded.

6.—The English Officer shall have nothing whatever to do with receipts of money. A Mirza will be appointed at each station, who will be directly responsible for the accounts to the Itizad-es-Sultaneh. But the English Superintending Officer shall render to His Royal Highness, or any person who may be appointed by the Persian Government, such account of the telegrams despatched under his authority as may be sufficient for full information.

These Rules, however general in some sense, are understood to have special application to the second wire.

#### ARTICLE VI.

In filling up vacancies which may occur among the Signallers employed under Article IV., the English Telegraph Officer shall give the preference to natives of Persia, provided they be qualified, in his estimation, by knowledge of the English language and other attainments necessary for this service, to perform the duties required.

#### ARTICLE VII.

As the Telegraph Offices of these two wires ought to be distinct, the Persian Government shall build a new Office adjoining the existing one wherever there are not separate rooms.

#### ARTICLE VIII.

If any injury befall the second wire, or delay occur through press of traffic, the first wire, which is specially used for internal communication in Persia, shall give assistance to the second wire, and *vice versa*.

#### ARTICLE IX.

For every message of 20 words or less from Khannikeen to Bushire, or *vice versa*, one toman five kerans and eight shahis in Persian money, or 14 shillings in English money, shall be charged, with proportionate rates for the

intervening towns. The Persian Government accepts the tariff laid down in the last Convention between Turkey and England so far as regards the rates of messages sent by the two Governments from Bushire to India and from Khannikeen to Constantinople or Europe.

#### ARTICLE X.

The yearly receipts will be credited to the Persian Treasury, but should they reach a higher sum than thirty thousand tomans (30,000), the surplus will be made over to the Officers of the English Government for the cost of their establishment.

#### ARTICLE XI.

All Indian messages at whatever part of the line, or from whatever place received, shall be given over to the second wire and the accounts regularly kept.

#### ARTICLE XII.

Should the traffic so continuously increase as to demand more than in one day the fair day's work on the second wire, the excess of telegrams shall be handed over for despatch to the first wire, the money received on them being separately credited to the Persian Government. The adjustment of this matter shall rest with the Itizad-es-Sultaneh and the English Superintending Officer. This Article is quite irrespective of the provision for mutual assistance in the event of a slight and temporary delay.

#### ARTICLE XIII.

The cost of all other than Indian or Submarine cable messages shall be separately credited to the Persian Treasury, although conveyed by the second wire.

#### ARTICLE XIV.

The relative value of coin shall be calculated for purposes of account at the following rates:—

One pound sterling=25 francs=22 kerans.

One shilling=1 franc=25 centimes=1 keran=2 shahis.

One penny=10 centimes=2 shahis.

As a rule, accounts shall be kept in English and payments made in Tehran in Persian currency.

#### ARTICLE XV.

The telegraph accounts shall be made up by the English Superintending Officer monthly and sent to Constantinople, where, by comparison with the Cable and Turkish accounts, they will be checked by the British Commissioner appointed for that purpose. On the return to Tehran of the audited accounts from Constantinople, the amount due to the Persian Government will be certified by the English Officer and speedily paid every six months, as stated in the last Article. The above account shall always be open to the inspection of the Telegraph Agent of the Persian Government at Constantinople, or any person

recognized by the Persian Minister at the Ottoman Court for the settlement of accounts of international traffic on the Persian Turkish Line.

#### ARTICLE XVI.

The Telegraphic Regulations drawn up at Paris on the thirteenth of April Anno Domini one thousand eight hundred and sixty-five shall be carried out under the superintendence of the Persian Government so far as not opposed to the terms of the present Convention or the institutions of Persia.

#### ARTICLE XVII.

Any disagreement arising between the Telegraphic *employés* of the two Governments shall be referred to their Excellencies the Persian Minister for Foreign Affairs and the British Minister at Tehran, in order that, after necessary investigation, a just decision may be pronounced.

#### ARTICLE XVIII.

This Convention shall take effect from the opening of correspondence on the second wire, and remain in force for (5) five years from the day that a telegram is first despatched hereby. At the expiration of the five years it shall be null and void. If at any time within the term appointed the capabilities of Persian Telegraphers for their work shall be proved to the satisfaction of the Chief of the Persian Telegraphs and the English Telegraph Officer, the full period shall be curtailed, and the line made over altogether to the Persian Government.

#### ARTICLE XIX.

The present Convention shall be ratified, and the ratifications exchanged at Tehran within five months, or sooner if practicable.

Done at Tehran on the twenty-third of November Anno Domini one thousand eight hundred and sixty-five.

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#### No. CLXXIX.

TRANSLATION of an AGREEMENT between the PERSIAN MINISTER for FOREIGN AFFAIRS and R. F. THOMSON, Esq., dated the 19th June 1872.

*(Signed in the English and Persian languages.)*

As the telegraphic convention which was concluded between England and Persia on the 23rd November 1865, corresponding to the 4th Rejeh 1282, expires on the 12th August 1872, corresponding to the 5th Jemadee II., 1289, the undersigned, with the approval and sanction of their respective Governments, have agreed that from the 13th of August next the aforesaid convention shall continue in force, as hitherto (interpreted), for a period of three months. If between the present date and (the expiration of) the extended period of three months a new convention is not agreed upon and

concluded between the two Governments, the previous convention, as well as the present temporary agreement, shall both become entirely null and void.

R. F. THOMSON.

No. CLXXX.

NEW TELEGRAPH CONVENTION WITH PERSIA.

(Signed in the English and Persian languages.)

HER MAJESTY the Queen of the United Kingdom of Great Britain and Ireland, and His Majesty the King of all the Kingdoms of Persia, being desirous to continue the system of telegraphic communication between Europe and India through Persia, already established in virtue of previous Treaties, have resolved that a Convention for that purpose shall be concluded; wherefore their Majesties have named as their Plenipotentiaries:—

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland; Ronald Fergusson Thomson, Esquire, Her *Chargé d' Affaires* at the Court of Persia; and His Majesty the King of all the Kingdoms of Persia, His Excellency Mirza Syud Khan, His Minister for Foreign Affairs, possessor of the order of the Royal Portrait adorned with diamonds, and of the blue cordon; and bearer of the pearled tassel and rod adorned with diamonds; possessor of the order of first Serteep with its special cordon, and bearer of the first order of the White Eagle with the blue cordon; and of the order of St. Anne of the first class adorned with diamonds; and of the order of the Mejedieh of the first class; and of the first order of the Iron Crown; and of the first order of Leopold, and the first order of Danebrog, and the first order of St. Maurice and Lazare; and the first order of the Saviour of Greece, and the order of the Polar Star of Sweden, and the second order of the Legion of Honour and the first order of the Osmanieh; and the aforesaid distinguished representatives after meeting in the capital of Teheran and perusing and exchanging their full powers which were found in good and due form, have agreed upon and concluded the following Articles:—

ARTICLE I.

To expedite and facilitate the transmission of international messages, the English Government will, at its own expense and under the superintendence of its own officers, erect a third wire, in addition to the two already in operation between Teheran and Bushire, and will also substitute iron standards for the existing wooden poles. The English Government agrees to substitute the above iron standards at the rate of five hundred (500) annually; and the Persian Government engages to pay in ten annual instalments the sum of ten thousand (10,000) Tomans to the English Government towards defraying the expenditure incurred on these iron posts. During this work the



Persian Government engages itself to render the Superintending Officers every assistance in its power of which they may stand in need.

#### ARTICLE II.

Whereas all British subjects in Persia are entitled to the protection of the Persian Government under the operation of Article XII. of the Treaty of Paris of March 4th 1857, it is now provided that the British *employés* of the Telegraph Department, being charged with public duties, shall be everywhere placed under the special protection of the local authorities, who shall furnish guards when necessary and otherwise assure their personal safety.

#### ARTICLE III.

Until the completion of the third wire provided for by the above Article I. the appropriation of the existing first and second wires for local and international messages shall remain as at present, *viz.*, as regulated by Article VIII. of the Convention of the 23rd November 1865.

#### ARTICLE IV.

After the completion of the third wire, notice of which will be given to the Persian Government by the Director of the English Staff, the appropriation of the three wires shall be as follows:—

The first wire, *viz.*, the one set up originally in 1864, shall be used for local traffic; while the second and third wires shall be used for international traffic, with the exceptions hereinafter specified in Article VI.

#### ARTICLE V.

To prevent any confusion in the working of the different wires the first wire shall be worked by Persian Government *employés*, and the second and third wires by English Government *employés*, separate rooms being provided by the Persian Government for the said English and Persian *employés* in Telegraph Offices considered suitable by both administrations.

#### ARTICLE VI.

(a.) Should the first wire be broken at any time, one of the others shall be temporarily lent for Persian correspondence until communication by the first wire is restored, provided always that both the second and third wires are at the time in good working order throughout their length and free from contact.

(b.) Should the first wire be in contact with either the second or third wire, while the remaining wire is clear, the wire in contact with the first wire shall be insulated, to allow free working by the Persian *employés* on the first wire, until the contact is removed.

(c). Should the first wire be in contact with the second or third, while the remaining one is interrupted, or should both second and third wires be interrupted; or should all three wires at any time be in contact, the resultant single line shall be used by the English and Persian administrations in the respective proportions of two-thirds to one-third of the day, the exact hours to be fixed by mutual agreement between the English and Persian Directors.

#### ARTICLE VII.

The revenue derived from the local traffic on the Persian wire shall belong entirely to the Persian Government. By local traffic are meant messages originating at one Persian station and terminating at another Persian station.

#### ARTICLE VIII.

The Persian Government having already made an arrangement with the Indo-European Telegraph Company regarding the revenue derived from the Indo-European traffic, the English Government will abide by that agreement so far as they are concerned. That is to say, the Persian Government in consideration of a fixed annual payment by the said Company of either twelve thousand (12,000) Tonnans or of two (2) francs per message of twenty (20) words renounces all claims to any portion of the revenue from transit traffic over the line from Julfa (on the Russian frontier) to Bushire. This revenue shall therefore be divided between the English Government and the Indo-European Company in such manner as they themselves may decide, and the accounts between them shall be settled without the intervention of the Persian Government.

As regards international messages, originating or terminating in Persia the Persian Government agrees to cede to the English Government, for a term of three (3) years, the entire Persian terminal tax on such messages in consideration of a fixed annual payment of two thousand (2,000) Tomans to be paid to Persia by the English Government. After the three (3) years the Persian Government shall be free either to accept an annual payment calculated on the basis of two-thirds of the average terminal receipts or to claim two-thirds of the receipts from all *bonâ fide* terminal messages. The Persian Government agrees to leave it to the sense of justice of the English Government to decide which are *bonâ fide* terminal messages and which are to be considered as transit messages, being forwarded to Persia evidently for the purpose of being re-transmitted to other countries.

During the time this Treaty remains in force, the Persian Government engages itself to oppose at the International Telegraph conferences any alteration in the present transit and terminal rates, unless a previous agreement with the English Government shall have been made.

#### ARTICLE IX.

The English administration being responsible for the correct transmission of all international messages and for the adjustment of the accounts will collect

the payments for these messages according to the rates of the prevailing international telegraph convention.

All international messages originating in Persia shall, before transmission, be registered and sealed by officials appointed by the Persian Government. International messages terminating in Persia shall be delivered to the addressees through the agency of the same officials who shall be bound to give receipts for such messages to the English administration.

The Persian administration shall, at all times, have free access to the English Offices and to all records connected with international traffic. International messages are those which pass over the wires of more than one State.

#### ARTICLE X.

The maintenance of the line, including repairs and the appointment, control and payment of the line guards, shall remain in the hands of the English Director and staff.

As a contribution towards the expenditure under this head the Persian Government will pay to the English Director the sum of one thousand (1,000) Tomans annually, this amount being deducted from the royalty due to Persia by the Indo-European Telegraph Company as hereinbefore described in Article VIII.

#### ARTICLE XI.

The duties of the Telegraph inspectors and line guards are strictly confined to repairing and maintaining the line.

If the line be wilfully damaged the Persian Government will take the most stringent measures to oblige the local authorities to apprehend and punish the offenders.

The Governors of districts will be accordingly instructed to pay prompt attention to all complaints and communications made to them by the English Officers.

#### ARTICLE XII.

In case of any wilful damage to the line the expense of repairing the same shall be defrayed by the Persian Government.

#### ARTICLE XIII.

To enable the English Director to have a perfect knowledge of the state of the wires and offices, and thereby to provide for their general efficiency and the rapid removal of any impediment to telegraphic communication, the orders and regulations issued by him regarding the connections within the offices and the times and manner of testing the lines shall be strictly obeyed by the Persian Telegraph officers and signallers.

#### ARTICLE XIV.

It having been ascertained that the debt owed by the Persian Government to the English Government on account of materials and erection of the

second wire, together with some items connected with the erection of the first wire and the payment of line guards, amounted, on the 31st December 1869, to Tomans one hundred and fifteen thousand and seventy-nine, krans eight (115,079-8), or forty-seven thousand two hundred and seventeen (47,217) Pounds Sterling, the English Government agrees to accept payment, without interest, in the course of twenty-four (24) years, in twenty-four (24) equal instalments, of the same from the Indo-European Telegraph Company.

Should the aforesaid Indo-European Telegraph Company wish to pay the amount in question sooner, it is at liberty to do so.

The English Government shall notify, without delay, to the Persian Government, any instance of failure on the part of the Indo-European Telegraph Company in paying the periodical instalments, and will then hold the Persian Government responsible for any portion of the debt remaining unpaid.

Nothing in this Article is to be considered to invalidate any claim on the Indo-European Telegraph Company which the Persian Government holds in virtue of the concessions granted to the said Company.

#### ARTICLE XV.

All articles required by the English staff from abroad, for the service of the line, shall be exempt from customs or other duties in Persia.

#### ARTICLE XVI.

This Convention applies specially to the Teheran-Bushire section, but shall apply equally to the Teheran-Khanekeen section, should the English Director, at any time, deem it expedient to resume charge of that portion of the Persian Telegraph.

In such a case the tariff of the Teheran-Khanekeen section and the method of account shall be settled by a special arrangement between the English and Persian administrations.

#### ARTICLE XVII.

Any disagreement arising between the Telegraph *employés* of the two Governments shall be referred for decision to the Persian Minister for Foreign Affairs and the British Representative at Teheran.

#### ARTICLE XVIII.

This Convention shall take effect from the day on which its ratifications are exchanged, and shall remain in force until the first day of January one thousand eight hundred and ninety-five, on which date the English Staff shall make over the whole line, in whatever condition it may be at the time, including iron posts and third wire, to the Persian Government, and shall then cease to have any further connection with the Persian Telegraph.

## ARTICLE XIX.

After the erection of the third wire, it shall be competent for the English Government, at any time before the expiry of this Convention, on giving six months' notice, to hand over the line, in its existing condition, to the Persian Government, and to withdraw its officers and *employés* from the country, ceasing from that date to have any further connection with the Persian Telegraph.

## ARTICLE XX.

The ratifications of the present Convention shall be exchanged at Teheran within five months or sooner, if practicable.

Done at Teheran, in quadruplicate, this second day of December in the year of our Lord one thousand eight hundred and seventy-two.

L. S.

(Sd.) MIRZA SYUD KHAN.

L. S.

(Sd.) RONALD F. THOMSON.

## No. CLXXXI.

TRANSLATION of an AGREEMENT given by the headmen, malika, &c., of DOUR, dated  
20th February 1872 = 10th Zulhaj 1288 Hijri, Roz Jelulzoha.

We Mir Khan, Shuja Alam Subhá, Purdil, Asad Khan Nasirkhel, Haibat, Shabzalla Khan, Sorung, Purdil, Dewana, Naim Muhammad Akbar, Sirdar Kumnith Khel, Mir Hussain, Badrang, Banaie Ali Khel, Jimazan, Shekh Maddi, Bura Khel, Said Amin, Zarjamal, Muhammad Gul, Miándád Khan, Shahábuldín, Nasim Shaguli Walti, Ghalim, Gholáb Sha, Fatteh-ulla Khán, Hospai Ibrahim, Majid, Ajam Bagí, Zulfikar, Bazid, Gul Babu Idak, Black faction Tossinzái, Gulla Khan, Painsa Khan, Umr Khan, Pari Khel, Lachi Khán, Shabadu, Nazrband, Karim Khán, Shabaz Khán, Sokhel, Husen, Samand, Almar, Azim, Londi, Golab Muski, Mahsand, Lalbáz, Shabudin, Shadidár, Shá Madi Zirki, Gharib Sha, Shakalin, Waruki, Shahmadí, Hawas, Gach Shah, Janaí, Plawar Khán, Khaddí, Goladin, Chafari, Gharib Sháh, Hurmuz, Lachi Khan, Umr Khair, Nandar, Zarif Khan, Rahmathi Isorni, Núr Bask, Fathe Khan, Daulut Khel, Mulkán Malli of the White faction. The collected Jirga of Lower Dour, Pir Muhammad and Turki, Muhammad Akbar, son of Jahangir, Nasim, Dundi, Ahmad, Malliks of Upper Dour, for ourselves and the entire tribe, do hereby declare that we of our own accord having presented ourselves before Major J. W. H. Johnstone, Deputy Commissioner, Bannú, being introduced by Khan Bahadur Muhammad Hyát Khán Sahib, most respectfully make the following agreements:—

That during the outbreak of the Muhammad Khel, the tribe had been granted refuge in our country, and thereby we incurred the displeasure of the benign British Government, the consequence was that our tribe was fined for this unfriendly action. The people of Upper Dour by payment of fine had obtained pardon before this, and the two factions of the Lower Dour having unfortunately and foolishly refused to pay the fine imposed incurred the displeasure of Government, and the consequence was that an army was sent into our country and amount of fine increased. Now therefore we, the people of the whole of Dour, with the utmost humbleness pay as follows the amount of the fine imposed in the first instance:—

Tangiwal, Dour, Upper	Rs 1,500
Sokhel Mali, Dour, Lower	" 3,000
Haider Khel Patti	" 2,000
Total	" 6,500
of Government coin equal to	" 8,320 of our coin.

Having paid the above amount of fine, and having restored the four horses of the Government which were within our country, we solicit pardon for past offences, and freely and sincerely make the following promises for the future:—

1st.—That we shall never give shelter or assistance to any individual, individuals, or tribe who after committing treason against the British State

seek shelter or assistance in our country, but, on the other hand, we will do our best to carry out the orders of the Government as may be issued by the Deputy Commissioner of Bannú in regard to such man, men, or tribe.

2nd.—That our tribe shall never be guilty of the offence of rebellion against the British Government.

3rd.—That no man of our tribe shall ever commit any heinous offence such as murder, plunder, burglary, &c., within British territory, and that though we cannot be responsible for our entire tribe in regard to thefts, yet we shall endeavour our utmost to restrain the thieves among our tribes, and if at any time it is found that stolen property is brought into our country by any one of our tribe from British territory, we shall have either the stolen property restored or the whole tribe will be responsible for its value.

4th.—That we shall never receive any property stolen from British territory by any other tribe, nor will we give shelter or aid to the culprit, and if any one bring such property into our country, we will, if possible, restore it without ransom, or if not, we will never allow the perpetrator to remain in our country, and if the property be still in our country, we are responsible for either the restoration or payment of its value.

5th.—That in future we shall never give shelter or aid to any British subject or subjects who having committed any heinous crime such as murder, highway robbery, burglary, &c., within British territory, seeks refuge in our country, and if we do give such shelter, Government may impose such amount of fine as the nature of the case may call for.

6th.—That we agree and promise that we shall never prohibit the entry of any British subject into our country who does so in the pursuit of an offender or for the restoration of property carried off from British territory, but on the contrary we will afford him every help in carrying out his object, and pursuing parties shall have the authority to apprehend every offender within our country except within our dwelling houses and chawks, and to bring him to a Court of Justice.

7th.—That if any man of our tribe at any time being convicted of the offence of breach of British Laws and Regulations be tried by a British Court of Justice and punished, we shall never petition for him.

8th.—That for due fulfilment of the above conditions of this agreement we, the people of the entire tribe, unitedly and severally hold ourselves responsible for our own distinct clan, and if we fail, British Government is authorised to lay an embargo on the property of each faction and to impose punishment on our tribe according to the frontier rules as is done with other tribes.

9th.—That in order to testify the free-will and sincerity with which we have made this agreement, the following men, respectable Malliks, British subjects and men, respectable Malliks, subjects of independent territory, and who frequent British territory, are given as our securities to have the above named conditions fully carried out. The securities who are subjects of British territory are responsible for one year and we are for always.

## Names of securities for Mali tribe, Dour, Lower—

*British subjects.*

Saleh Khan	}	...	...	Malliks, Madan.
Bhai Khan				
Dakas and	}	...	...	Malliks of Mandio.
Niazi				

*Subjects of Independent territory.*

Gulla Khan Mahsoud.

Painda Khan.

Hossain Khan.

## Securities for Tuppi Division, Black faction—

*British subjects.*

Ghaibi Khan	}	...	...	Malliks.
Tor Khan				

*Subjects of Independent territory.*

Amir Khan.

Alim Subha.

Badrung.

Haibat.

Nizabut.

Sheja.

Mir Husen.

Wah.

Yar Khan.

10th.—That lastly we pray that if at any time any one of our tribe act contrary to the above conditions in respect to the British State or to any British subject, and that we prove that we are unable to punish him properly without the help of Government, that the necessary aid may be granted us to enable us to do so.

Signatures of the individuals named in the first instance.

(True Translation.)

(Sd.) H. B. BECKETT,  
Offg. Deputy Commissioner.





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APPENDICES.

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CASHMERE.

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## CASHMERE.

### APPENDIX A.—Page 163.

RULES for the GUIDANCE of the JOINT COMMISSIONERS appointed for the NEW ROUTE to EASTERN TURKESTAN.

I.—As it is impossible, owing to the character of the climate, to retain the Commissioners throughout the year, the period during which they shall exercise their authority shall be taken to commence on 15th May, and to end on 1st December.

II.—During the absence of either Commissioner, cases may be heard and decided by the other Commissioner, subject to appeal to the Joint Commissioners.

III.—In the months when the Joint Commissioners are absent, *i.e.*, between 1st December and 15th May, all cases which may arise shall be decided by the Wuzer of Ladak, subject to appeal to the Joint Commissioners.

IV.—The Joint Commissioners shall not interfere in cases other than those which affect the development, freedom, and safety of the trade, and the objects for which the Treaty is concluded, and in which one of the parties or both are either British subjects or subjects of a foreign State.

V.—In civil disputes the Commissioners shall have power to dispose of all cases, whatever be the value of the property in litigation.

VI.—When the Commissioners agree, their decision shall be final in all cases. When they are unable to agree, the parties shall have the right of nominating a single arbitrator, and shall bind themselves in writing to abide by his award. Should the parties not be able to agree upon a single arbitrator, each party shall name one, and the two Commissioners shall name a third, and the decision of the majority of the arbitrators shall be final.

VII.—In criminal cases the powers of the Commissioner shall be limited to offences such as in British territory would be tried by a Subordinate Magistrate of the First Class, and, as far as possible, the procedure of the Criminal Procedure Code shall be followed. Cases of a more heinous kind should be made over to the Maharaja for trial if the accused be not an European British subject; in the latter case he should be forwarded to the nearest British Court of competent jurisdiction for trial.

VIII.—All fines levied in criminal cases and all stamp receipts levied according to the rates in force for civil suits in the Maharaja's dominions shall be credited to the Cashmere Treasury. Persons sentenced to imprisonment shall, if British subjects, be sent to the nearest British jail. If not British subjects, offenders shall be made over for imprisonment in the Maharaja's jails.

IX.—The practice of cow-killing is strictly prohibited throughout the jurisdiction of the Maharaja.

X.—If any places come within the line of road from which the towns of Leh, &c., are supplied with fuel, or wood for building purpose, the Joint Commissioners shall so arrange with the Wuzeer of Ladak that those supplies are not interfered with.

XI.—Whatever transactions take place within the limits of the road shall be considered to refer to goods in bond. If a trader opens his load and disposes of a portion, he shall not be subject to any duty, so long as the goods are not taken for consumption into the Maharaja's territory across the line of road. And goods left for any length of time in the line of road subject to the jurisdiction of the Commissioners shall be free.

XII.—Where a village lies within the jurisdiction of the Joint Commissioners, then, as regards the collection of revenue, or in any case where there is necessity for the interference of the usual Revenue authorities, on matters having no connection with the trade, the Joint Commissioners have no power whatever to interfere; but to prevent misunderstanding, it is advisable that the Revenue officials should first communicate with the Joint Commissioners before proceeding to take action against any person within their jurisdiction. The Joint Commissioners can then exercise their discretion to deliver up the person sought, or to make a summary enquiry to ascertain whether their interference is necessary or not.

XIII.—The Maharaja agrees to give Rupees 5,000 this year for the construction of the road and bridges, and in future years His Highness agrees to give Rupees 2,000 per annum for the maintenance of the road and bridges. Similarly, for the repairs of serais, a sum of Rupees 100 per annum for each serai will be given.

Should further expenditure be necessary, the Joint Commissioners will submit a special Report to the Maharaja and ask for a special grant. This money will be expended by the Joint Commissioners, who will employ free labour at market rates for this purpose. The officers in Ladak and in British territory shall be instructed to use their best endeavours to supply labourers on the indent of the Commissioners at market rates. No tolls shall be levied on the bridges on this line of road.

XIV.—As a temporary arrangement, and until the line of road has been demarcated, or till the end of this year, the Joint Commissioners shall exercise the powers described in these rules over the several roads taken by the traders through Ladak from Lahoul and Spiti.

(Sd.) MAHARAJA RUNBEEER SINGH.

„ T. D. FORSYTH.

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## CASHMERE.

### APPENDIX B.—Page 163.

REVISED RULES in respect to the REFUND of DUTY on GOODS exported from BRITISH TERRITORY to CASHMERE or CENTRAL ASIA *via* CASHMERE.

I.—The places agreed upon between the Punjab Government and the Maharaja of Cashmere as the places where goods may be declared and sealed for transmission in bond under these rules are Calcutta, Bombay, and Amritsar. Goods intended for Central Asia may be declared and sealed at these three places, and also at Sultanpoor in the Kullu Tehsil of the Kangra District.

II.—Any merchant trading on his own account, and any merchant or agent trading on account of the Maharaja of Cashmere, is entitled to claim refund of duty under these rules in the manner hereinafter described.

III.—The goods intended for export to Cashmere or Central Asia shall be declared on invoices, and opportunity shall be given to the Collector or Deputy Commissioner, or the official at Sultanpoor appointed on that behalf, to inspect them as required. The packages shall be sealed in presence of the Collector or Deputy Commissioner, or an officer authorized by him, or in the case of packages declared at Sultanpoor in the presence of the official appointed on that behalf.

IV.—Goods sealed at any of the places mentioned in Rule I. must not break bulk until the seals shall have been examined and certificates attested by one of the officials described in Rule IX.; otherwise all claim to refund of duty will be forfeited.

V.—Goods intended for Cashmere or Central Asia, but contained in packages which it is necessary or desired to open on the route up-country from sea-ports, may more conveniently be declared, sealed, &c., at Amritsar or Sultanpoor. ♦

VI.—The duty of which a refund is claimable under these rules is the customs duty specified in the Schedules of the Indian Tariff Act in force for the time being. The amount of such duty shall be calculated at the values assigned to goods in those Schedules.

VII.—In the case of goods sealed and declared at Calcutta or Bombay the officers empowered to grant certificates, and in the case of goods sealed and declared at Amritsar the Deputy Commissioner, and in the case of goods sealed and declared at Sultanpoor the official appointed on that behalf at Sultanpoor, will furnish the applicant with a certificate in the annexed form (A.) specifying the numbers on the packages sealed by him or under his orders, the kind of goods, the gross weight, the destination, and the amount of duty to be refunded in the event of the goods reaching Srinuggur, Jummoo or Leh, as the case may be, intact. The officers appointed to grant certificates should be furnished with the customs import tariff of fixed values, and with regard to *ad valorem* goods should be cautioned to investigate the claim as to drawback so as not to give drawback on the actual value of goods as laid down say at Amritsar or Sultanpoor, which would include the cost of carriage from the sea-port at those places. Drawback should not be given on more than the customs tariff value at the port of importation.

The officers empowered to grant certificates will keep a register of such certificates in serial order (B.)

VIII.—When the certificate described in the preceding Section shall have been granted, and the goods duly sealed, they may be conveyed by any route the applicant chooses.

IX.—The holder of certificate granted under Rule VII. will only be entitled to claim a refund on such certificate after it has been attested either—

1. By the customs official\* of His Highness the Maharaja on arrival of the goods at Jummoo or Srinuggur of His Highness' dominions, or

2. By the British Joint Commissioner at Leh on arrival of the goods at Leh.

When any of the above-named officials are called upon to attest the certificate, they will examine the packages to see that the seals are untampered with, and that the number and weight of packages correspond with the certificate accorded.

X.—The owner or his agent may then present this certificate either to the British Joint Commissioner at Leh, or in the case of goods sealed and declared at Calcutta or Bombay to the Collector at Calcutta or Bombay respectively, or in the case of goods sealed and declared at Amritsar to the Deputy Commissioner at Amritsar, and obtain payment of the amount of duty stated therein. No refunds will be paid at Sultanpoor.

### A.

*Invoice of Goods for transmission in bond through British India to the Territory of His Highness the Maharaja of Cashmere and Jummoo from \_\_\_\_\_ to \_\_\_\_\_*

Number of Invoice.	Name of exporter.	Specification of goods.	Weight of goods.	Rate of duty chargeable.	Amount of duty.	Gross weight of package.	REMARKS.
							Attestation of Customs Official of His Highness the Maharaja.

*Name of Office.  
Date of delivery.*

\* NOTE.—The name and designation of the said officials are at present as follows :—  
At Jummoo, Periah Sing, Farmer of Customs.  
At Srinuggur, Bodh Sing, Farmer of Customs.  
Any change in their name or designation will be notified in the *Gazette*.

*Form of Register of Goods transmitted in bond through British India to the Territory of His Highness the Maharaja of Cashmere and Jummoo during the \_\_\_\_\_ 18 .*

[illegible]





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# APPENDICES.

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## PERSIA.

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## P E R S I A .

### APPENDIX No. I.—Page 359.

#### TRANSLATION OF THE TREATY OF GULISTAN BETWEEN RUSSIA AND PERSIA.

THEIR Majesties the Emperor of Russia and the King of Persia, actuated by their affections towards their respective subjects, are anxious to commute the present hostilities so repugnant to their disposition, to an amicable understanding. With this view Lieutenant-General Ritischeuf, Governor-General and Commander-in-Chief in Georgia, the line of Caucasus, Laghoor, and Astrachan, and Commander-in-Chief of the Caspian Fleet, Knight of the Order of Alexander Neuski, of the 1st Order of St. Anne, and 4th of the Military Order of St. George, and of the Sword of Bravery, is fully empowered to treat on the part of His Majesty the Emperor of Russia.

His Excellency Mirza Abul Hussein Khan, late Ambassador to the Courts of Constantinople and London, of noble descent, &c., &c., is appointed Plenipotentiary on the part of His Majesty the King of Persia.

The Plenipotentiaries having met at the Russian camp on the banks of Zuivan near Gulistan in the District of Karabagh, and having exchanged their credentials in the name of their respective Sovereigns whom they severally represent, hold themselves bound religiously to observe for ever the Articles and conditions here entered into.

#### ARTICLE 1.

After the conclusion of this Treaty the hostilities which have hitherto existed between the States of Russia and Persia shall cease, and peace shall be established between the respective Sovereigns and their allies for ever.

#### ARTICLE 2.

The *status quo ad presentem* having been agreed on as the basis of treating in virtue of this arrangement, the several districts hitherto possessed by the respective States shall remain under their subjection, and the frontier is determined in the manner under-written.

The line of demarcation is to commence from the plain of Aduna Bazar, running direct towards the plain of Moghan to the ford of the Anas at Yuln Bulook, up the Anas to the junction of the Capennuk Chace at the back of the hill of Mekri; from thence the boundary of Karabagh and Nukshivan is from above the mountains of Alighuz to Dualighuz, and thence the boundary of Karabagh, Nukshivan Erivan, and also part of Georgia, and of Kuzah and Shums-ud-deen-Loo is separated by Eishuk Meidaun; from Eishuk Meidaun the line is the chain of mountains on the right and the river of Humya Chummun, and from the tops of the mountains of Alighuz it runs along the village of Shoorgil and between those of the village of

Mystery until it reaches the river of Arpachahi; and as the district of Talish during the hostilities has been partially subjected by the contending parties, for the purpose of strengthening mutual confidence after the conclusion of the Treaty, Commissioners shall be appointed respectively, who, in concurrence with each other and with the cognizance of the Governors concerned, shall determine what mountains, rivers, lakes, villages, and fields shall mark the line of frontier, having first ascertained the respective possessions at the time of making the Treaty, and holding in view the *status quo ad presentem* as the basis on which the boundaries are to be determined.

If the possessions of either of the High Contracting Parties shall have been infringed on by the above-mentioned boundaries, the Commissioners shall rectify it on the basis of the *status quo ad presentem*.

#### ARTICLE 3.

His Majesty the King of Persia, in demonstration of his amicable sentiments towards the Emperor of Russia, acknowledges in his own name and that of his heirs the sovereignty of the Emperor of Russia over the Provinces of Karabagh and Georgia, now called Elizabeth Paul, the Districts of Shekie Shiriwan, Kobek, Derbend, Bakoobeh, and such part of Talish as is now possessed by Russia, the whole of Degestan, Georgia, the tract of Shoorgil; Achook, Bash, Gooreca, Mingrelia, Abtichar, the whole country between the boundary at present established and the line of Caucasus, and all the territory between the Caucasus and the Caspian Sea.

#### ARTICLE 4.

His Majesty the Emperor of Russia, actuated by similar feelings towards His Majesty of Persia, and in the spirit of good neighbourhood wishing the Sovereign of Persia always to be firmly established on the throne, engages for himself and heirs to recognize the Prince who shall be nominated heir-apparent, and to afford him assistance in case he should require it to suppress any opposing party. The power of Persia will thus be increased by the aid of Russia. The Emperor engages for himself and heirs not to interfere in the dissensions of the Prince unless the aid of the Russian arms is required by the King of the time.

#### ARTICLE 5.

The Russian merchantmen on the Caspian Sea shall, according to their former practice, have permission to enter the Persian harbours, and the Persians shall render to the Russian Marine all friendly aid in case of casualties by storm or shipwreck.

Persian merchantmen shall enjoy the same privilege of entering Russian harbours, and the like aid shall be afforded to the Persian Marine by the Russians in case of casualties by storm or shipwreck.

The Russian flag shall fly in the Russian ships-of-war which are permitted to sail in the Caspian, as formerly; no other nation whatever shall be allowed ships-of-war on the Caspian.

## ARTICLE 6.

The whole of the prisoners taken either in battle or otherwise, whether Christians or of any other religion, shall be mutually exchanged at the expiration of three months after the date of the signature of the Treaty. The High Contracting Parties shall give a sum to each of the prisoners for his expenses, and send them to Kara Ecclesia; those charged with the superintendence of the exchange on the frontiers shall give notice to each other of the prisoners being sent to the appointed place, when they shall be exchanged; and any person who either voluntarily deserted or fled after the commission of a crime shall have permission to return to his country, [or] shall remain without molestation. All deserters who return to their country shall be forgiven by both contracting parties.

## ARTICLE 7.

In addition to the above Articles, the two contracting Sovereigns have been pleased to resolve to exchange Ambassadors, who at a proper period will be sent to their respective capitals, where they will meet with that honor due to their rank, and due attention shall be paid to the requests they may be charged to make. Mercantile agents shall be appointed to reside in the different cities for the purpose of assisting the merchants in carrying on their trade; they shall only retain ten followers; they shall be in no ways molested; they shall be treated with respect and attention, and parties of either nation injured in the way of trade may by their interference have their grievances redressed.

## ARTICLE 8.

With regard to the intercourse of caravans, the merchants of either country must be provided with a passport that they may travel either by sea or land without fear, and individuals may reside in either country for the purpose of trade so long as it suits their convenience, and they shall meet with no opposition when they wish to return home. In regard to merchandise and goods, brought from Russia to Persia, or sent from Persia to Russia, the proprietors may at their own discretion either sell or exchange them for other property. Merchants having occasion to complain of failure of payment or other grievances will state the nature of their cases to the mercantile agents; or, if there are none resident in the place, they will apply to the Governor, who will examine into the merits of their representations, and will be careful that no injustice be offered this class of men. Russian merchants having entered Persia with merchandise will have permission to convey it to any country in alliance with that State, and the Persian Government will readily furnish them a passport to enable them to do so. In like manner, Persian merchants who visit Russia will have permission to proceed to any country in alliance with Russia. In case of a Russian merchant dying in Persia, and his goods remaining in Persia, as they are the property of a subject of a friendly State, they shall be taken charge of by the proper constituted authorities, and shall be delivered over, on demand, to the lawful heirs of the deceased, who shall have permission to dispose of them. As this is the custom among all civilized nations, there can be no objection to this arrangement.

## ARTICLE 9.

The duties on Russian merchandise brought to Persian ports shall be in the proportion of five hundred Dinars (or 5 per cent.) on property of the value of one Toman, which having been paid at one city, the goods may be conveyed to any part of Persia without any further demand of duty being made on any pretence whatever. The like percentage, and nothing more, will be paid on exports. The import and export duties from Persian merchants in Russia will be levied at the same rate.

## ARTICLE 10.

On the arrival of goods at the seaport towns, or such as come by land carriage to the frontier towns of the two States, merchants shall be allowed to sell or exchange their goods without the further permission of the Custom House Officers, because it is the duty of Custom House Officers to prevent all sorts of delay in the prosecution of trade, and to receive the King's customs from the buyer or seller as may be agreed between them.

## ARTICLE 11.

After the signature of this Treaty the respective Plenipotentiaries shall immediately announce the peace to the different frontier posts and order the suspension of all further hostilities; and two copies of this Treaty being taken with Persian translations, they shall be signed and sealed by the respective Plenipotentiaries, and be exchanged. They must then be ratified by the signatures of their Majesties of Russia and Persia, and the ratifications shall be exchanged in the course of three months.

Done in the Russian camp, at the River Zuivan near Gulistan in Karabagh.

*The 12th October 1813.*

*The 29th Shawal 1828 Higira.*

Signed }  
and } NICHOLAS RITISCHEUF.  
Sealed. }

Signed }  
and } MIRZA ABUL HUSSEIN KHAN.  
Sealed. }

## PERSIA.

APPENDIX No. II.—Page 360.

### TREATY OF TURKOMANCHAI BETWEEN RUSSIA AND PERSIA.

IN the name of Almighty God. His Majesty the Most High, Most Illustrious, and Most Powerful Emperor and Autocrat of all the Russias, and His Majesty the Shah of Persia, equally animated by a sincere desire to put a period to the evils of a war entirely contrary to their mutual wishes, and to re-establish on a solid basis the former relations of good neighbourhood and amity between the two States, through the medium of a peace, comprising in itself the guarantee of its duration, by the removal of all causes of future difference and misunderstanding, have appointed the following Plenipotentiaries charged with the execution of this salutary work, namely, on the part of His Majesty the Emperor of all the Russias, the Sieur Jean Paskevitch, General of Infantry, and Aide-de-Camp General, Commandant of the Corps detached from the Caucasus, Superintendent of the civil portion of Georgia, and of the administrations of Astracan and of the Caucasus, Commandant of the Flotilla of the Caspian Sea, Knight of the Diamond Orders of St. Alexander Newsky, of St. Anne of the 1st Class; of St. Vladimir of the 1st Class; of St. George of the 2nd Class; decorated with two swords of Honor, one of which bears the inscription "for valour," and the other bedecked with diamonds, Knight of the Foreign Orders of the Red Eagle of Prussia of the 1st Class, of the Crescent of the Sublime Ottoman Porte, and of many others; the Sieur Alexander Obuskoff, Counsellor of

Au nom de Dieu Tout Puissant. Sa Majesté le très haut, très illustré, et très puissant, Empereur et autocrate de toutes les Russies, et Sa Majesté le Padischah de Perse, également animés d'un sincère désir de mettre un terme aux maux d'une Guerre entièrement contraire à leurs mutuelles dispositions, et de rétablir sur une base solide les anciens rapports de bon voisinage et d'amitié entre les deux états, au moyen d'une Paix, qui porte en elle même la garantie de sa durée, en éloignant tout sujet de différence et de mesintelligence futures, ont désigné par leurs Plénipotentiaires, chargés de travailler à cette œuvre salutaire; savoir, Sa Majesté l'Empereur de toutes les Russies, le Sieur Jean Paskewitch, général d'Infanterie, et son Aide-de-Camp Général, Commandant le corps détaché du Caucase, Dirigeant la Partie civile de la Georgie, et des Gouvernements d'Astrachan et du Caucase, Commandant la flotille de la mër Caspienne, et Chevalier des ordres de St. Alexandre Newsky en diamans, de St. Anne de la Première classe en diamans; de St. Vladimir de la première classe; de St. George de la seconde classe; décoré de deux épées d'honneur, dont un est en or, avec l'inscription "pour la Valeur," et l'autre enrichie de diamans; et chevalier des ordres étrangères de l'aigle rouge de Prusse de la première classe, du croissant de la sublime Porte Ottomane, et de plusieurs autres; le Sieur Alexandre Abuskoff Son Conseiller d'état actuel et chambellan, Chevalier de l'ordre de St. Vladimir de la troisième classe, de St. Stanislas de Pologne de la 2nde classe, et de St. Jean de Jérusalem.



State and Chamberlain, Knight of the Order of St. Vladimir of the 3rd Class, of St. Stanislas of Poland of the 2nd Class, and of St. John of Jerusalem; and on the part of His Majesty the Shah of Persia, His Royal Highness the Prince Abbas Mirza, who, after having met at Dekhargane and exchanged their full powers which were found in good and due form, have adopted and concluded the following Articles:—

## ARTICLE 1.

There shall be established from this day, peace, amity, and perfect understanding between His Majesty the Emperor of all the Russias on the one part, and His Majesty the Shah of Persia on the other part, their heirs and successors, their respective States and subjects, in perpetuity.

## ARTICLE 2.

Considering that the hostilities between the high contracting parties, now happily terminated, have caused the suspension of the obligations imposed on them by the Treaty of Gulistan, His Majesty the Emperor of all the Russias and His Majesty the Shah of Persia have deemed it proper to replace the said Treaty of Gulistan by the present clauses and stipulations, which are intended to regulate and consolidate more and more the future relations of peace and amity between Russia and Persia.

## ARTICLE 3.

His Majesty the Shah of Persia, as well in his own name as in that of his heirs and successors, cedes in full right and property to the Empire of Russia, the Khanat of Erivan on either side of the Araxes, and the Khanat of Nackhtchivan.

salem; et Sa Majesté le Schah de Perse, son Altesse Royale le Prince Abbas Mirza, lesquels après s'être réunis à Dekhargane, et avoir échangé leurs pleins pouvoirs, trouvés en bonne et due forme, ont Arrêté et conclu les Articles suivans:—

## ARTICLE 1.

Il y aura à compter de ce jour, paix, amitié, et parfaite intelligence, entre Sa Majesté l'Empereur de toutes les Russies d'une part, et Sa Majesté le Schah de Perse de l'autre part, leurs héritiers et successeurs, leurs états et leurs sujets respectifs à perpétuité.

## ARTICLE 2.

Considérant que les hostilités survenues entre les hautes parties contractantes, et heureusement terminées aujourd'hui on fait cesser les obligations que leur imposait le Traité de Gulistan, Sa Majesté l'Empereur de toutes les Russies et Sa Majesté le Padischah de Perse, ont jugé convenable de remplacer le dit Traité de Gulistan par les présentes clauses et stipulations les quelles sont destinées à régler, et à consolider de plus en plus, les relations futures de paix et d'amitié entre la Russie et la Perse.

## ARTICLE 3.

Sa Majesté le Schah de Perse tant en son propre nom qu'en celui de ses héritiers et successeurs, cede en toute propriété à l'Empire de Russie le Khanat d'Erivan, tant en deça qu'en de là de l'Araxe, et le Khanat de Nackhtchivan. En conséquence de cette cession,

In consequence of this cession, His Majesty the Shah engages to cause the delivery to the Russian authorities within the space of six months at farthest from the signature of the present Treaty of all the archives and public documents, concerning the administration of the two Khanats above mentioned.

## ARTICLE 4.

The two high contracting parties agree to establish, as the frontier between the two States, the following line of demarcation :—

Commencing from that point of the frontier of the Ottoman States, which is the nearest in a direct line to the summit of Little Arrarat, this line (of demarcation) shall proceed as far as the top of that mountain, whence it shall descend as far as the source of the river called Karasson inferior, which flows from the southern side of Little Arrarat, and shall pursue its course down to the river's mouth in the Araxes opposite to Cherour. At this point the line shall follow the bed of the Araxes as far as the fortress of Abassabad ; about the exterior works of this place, which are situated on the right bank of the Araxes, there shall be drawn a radius of half an Agatch, or three and a half Russian versts, which will extend in every direction ; all the territory comprized in this radius shall belong exclusively to Russia, and shall be marked out with the greatest exactness within the period of two months from this date. From the point where the eastern extremity of the radius shall have joined the Araxes, the frontier line shall continue to follow the bed of that river as far as the ford of Jediboulouk, whence the Persian territory shall extend along

Sa Majesté le Schah s'engage a faire remettre aux autorités Russes, dans l'espace de six mois au plus à partir de la signature du présent Traité, toutes les archives, et tous les documens publics, concernant l'administration des deux Khanats susmentionnés.

## ARTICLE 4.

Les deux Hautes Parties contractantes conviennent d'établir pour frontière entre les deux états la ligne de démarcation suivante.

En partant du point de la frontière des états Ottomans le plus rapproché, en ligne droite de la sommité du Petit Arrarat, cette ligne se dirigera jusqu' à la sommité de cette montagne, d'où elle descendra jusqu' à la source de la rivière dite Karasson inférieure, qui découle du versant méridional du Petit Arrarat, et elle suivra son cours jusqu' à son embouchure dans l'Araxe vis à de Cherour. Parvenue à ce point, cette ligne suivra le lit d'Araxe jusqu' à la Fortresse d'Abassabad ; autour des ouvrages extérieurs de cette place, qui sont situés sur la rive droite de l'Araxe, il sera tracé un rayon d'un demi Agatch ou trois verstes et dimie de Russie, lequel s'étendra dans toutes les directions ; tout le terrain qui sera renfermé dans ce rayon appartiendra exclusivement à la Russie, et sera démarqué avec la plus grande exactitude, dans l'espace de deux mois à dater de ce jour. Depuis l'endroit où l'extrémité orientale de ce rayon aura réjoint l'Araxe, la ligne frontière continuera à suivre le lit de ce fleuve jusqu' au gué de Jediboulouk, d'où le territoire Persan s'étendra le long du lit de l'Araxe sur un espace de trois Agatch ou 21 verstes au dessous du confluent des deux petites rivières appelées, Odinabazar et Sarakamyche, et s'étendra le long de la rive droite de la

the bed of the Araxes over a space of three Agatch, or 21 versts, below the confluence of the two little rivers called Odinabagar and Sarakamyche, and shall proceed along the right bank of the eastern stream of Odinabagar up to its source, and thence as far as the apex of the heights of Djikoir, so that all the rivers which terminate in the Caspian Sea shall belong to Russia, and all those whose course (or disembogement) is on the side of Persia shall belong to Persia. The boundary of the two States being here marked by the ridge of the mountains, it is agreed that their declivity on the side of Talische shall belong to Russia, and the opposite declivity to Persia. From the ridge of the heights of Djikoir the frontier shall proceed as far as the summit of Kamar Konia, the mountains which separate Talyche from the district of Archa. The ridges of the mountains forming the separation on both sides, the course of the rivers shall determine here the frontier line in the same manner as is above indicated in regard to the distance comprized between the source of Odinabagar and the heights of Djikoir. The frontier line shall then proceed from the summit of Kamar Konia, the ridge of mountains separating the district of Gouvant from that of Archa, to the limits of Welkedge, always conformably to the principle laid down respecting the course of the rivers; the district of Gouvant, with the exception of the portion situated on the opposite side of the apex of the said mountains, shall thus fall to the share of Russia.

From the limits of the district of Welkedge, the frontier line between the two States shall follow the summits of Klopontz, and the principal chain of mountains which inter-

rivièrè orientale d'Odinabazar jusqu' à sa source, et de là jusqu' à la cime des hauteurs de Djikoir, de manière que toutes les eaux qui aboutissent à la mer Caspienne appartiendront à la Russie, et toutes celles dont le versant est du côté de la Perse, appartiendront à la Perse. La limite des deux états étant marquée ici, par la crête des montagnes, it est convenu que leur déclinaison du côté de Talische appartiendra à la Russie, et que leur pente opposée appartiendra à la Perse. De la crête des hauteurs de Djikoir, la frontière suivra jusqu'à la sommité de Kamar Konia, les montagnes qui séparent le Talyche du district d'Archa. Les crêtes des montagnes séparant de part et d'autre, le versant des eaux, détermineront ici la ligne frontière de la même manière qu'il est dit ci-dessus au sujet de la distance comprise entre la source d' Odinabazar et les sommités de Djikoir. La ligne frontière suivra ensuite depuis la sommité de Kamar Konia, les crêtes des montagnes qui séparent le district de Zouvant de celui d' Archa, jusqu'à la limite de celui de Welkidgi, toujours conformément au principe énoncé par rapport au versant des eaux. Le district de Zouvant, à l'exception de la partie située de côté opposé de la cime des dites montagnes, tombera de la sorte en partage à la Russie.

A partir de la limite du district de Welkidgi, la ligne frontière entre les deux états suivra les sommités de Klopontz, et de la chaîne principale des montagnes, qui traversent le district de Wilkidji, jusqu'à la source septentrionale de la rivière dite Astara; toujours en versant des eaux;—de là la frontière suivra le lit de ce fleuve jusqu'à son embouchure dans la mer Saspïenne, et complètera la ligne de démarcation qui séparera dorénavant les possessions respectives de la Russie et de la Perse.

sect the district of Welkedge, as far as the northern source of the river called Astara, always observing the principle regarding the course of the rivers; thence the frontier shall follow the bed of that stream to its embouchure in the Caspian Sea and complete the line of demarcation which shall henceforward separate the respective possessions of Russia and Persia.

## ARTICLE 5.

His Majesty the Shah of Persia, in testimony of his sincere friendship for His Majesty the Emperor of all the Russias, solemnly recognizes the present Article, in his own name, and in that of his heirs and successors to the Throne of Persia, the appertinment forever to the Empire of Russia of all the countries and the islands situated between the line of demarcation indicated by the preceding Article on one side, and the ridge of the Caucasassan Mountains and the Caspian Sea on the other, as also the wandering tribes who inhabit those territories.

## ARTICLE 6.

With a view to compensate for the considerable sacrifices which the war between the two States has occasioned to the Empire of Russia, as well as the losses and injuries which have resulted therefrom to Russian subjects, His Majesty the Shah of Persia engages to make good these by the payment of a pecuniary indemnity. It is agreed between the two high contracting parties that the amount of this indemnity is fixed at ten crores of Tomans, or thirty millions of silver Roubles, and that the mode, time, and guarantee in respect to the payment of this sum shall be regulated by a separate arrangement.

## ARTICLE 5.

Sa Majesté le Schah de Perse, en témoignage de son amitié sincère pour Sa Majesté l'Empereur de toutes les Russies, reconnoit solennellement par le présent Article, tant en son nom qu'au nom de ses héritiers, et successeurs au trône de Perse, comme appartenant à jamais à l'Empire de Russie, tous les pays et toutes les îles situées entre la ligne de démarcation désignée par l'article précédent d'un côté, et la crête, des montagnes du Caucase et la mer Caspienne de l'autre, de même que les peuples nomades et autres qui habitent ces contrées.

## ARTICLE 6.

Dans le but de compenser les sacrifices considérables que la guerre qui a éclaté entre les deux états a occasionné à l'Empire de la Russie, ainsi que les pertes et dommages, qui en sont résultés pour les sujets Russes, Sa Majesté le Schah de Perse, s'engage à les bonifier moyennant le paiement d'une indemnité pécuniaire. Il est convenu entre les deux hautes parties contractantes, que le montant de cette indemnité est fixé à dix crores de to-mans raidje ou trente millions de roubles d'argent, et que le mode, les termes, et les garanties du paiement de cette somme, seront réglés par un arrangement particulier.

## ARTICLE 7.

His Majesty the Shah of Persia, having deemed it expedient to nominate, as his successor and heir presumptive, his august son, the Prince Abbas Mirza, His Majesty the Emperor of all the Russias, with a view to afford to His Majesty the Shah of Persia a public testimony of his amicable disposition, and of his desire to contribute towards the consolidation of this order of succession, engages to recognize henceforward in the august person of His Royal Highness the Prince Abbas Mirza the successor and heir presumptive of the Crown of Persia, and to consider him as the legitimate Sovereign of that kingdom from the moment of his accession to the throne.

## ARTICLE 8.

Russian merchant vessels shall enjoy as formerly the right of navigating in freedom the Caspian Sea, and of landing on its coasts. They shall find in Persia aid and assistance in case of shipwreck. The same right is granted to Persian merchant vessels of navigating on the *ancien footing* the Caspian Sea, and of landing on the Russian banks, where in case of shipwreck the Persians shall receive aid and assistance reciprocally. With respect to ships of war those carrying the Russian Military colours, being *ab antiquo* the only vessels which have had the right of navigating the Caspian Sea, that exclusive privilege is for this reason now equally reserved and secured to them, so that, with the exception of Russia, no other power shall be able to have ships of war in the Caspian Sea.

## ARTICLE 9.

His Majesty the Emperor of all the Russias and His Majesty the

## ARTICLE 7.

Sa Majesté le Schah de Perse ayant jugé à-propos, de désigner pour son successeur et héritier présomptif son auguste fils le Prince Abbas Mirza, Sa Majesté l'Empereur de toutes les Russies, afin de donner à Sa Majesté le Schah de Perse un témoignage public de ses dispositions amicales et de son désir de contribuer à la consolidation de cet ordre de succession, s'engage à reconnaître dès aujourd'hui dans l'auguste personne de son Altesse Royale le Prince Abbas Mirza, le successeur et l'héritier présomptif de la couronne de Perse, et à le considérer comme légitime Souverain de ce royaume dès son avènement au trône.

## ARTICLE 8.

Les bâtimens marchands Russes jouiront, comme par le passé, du droit de naviguer librement sur la mer Caspienne, et de long de ses côtes et d'y aborder. Ils trouveront en Perse secours et assistance dans le cas de naufrage. Le même droit est accordé aux bâtimens marchands Persans de naviguer sur l'*ancien pied*, dans la mer Caspienne, et d'aborder aux rivages Russes, où, en cas de naufrage, les Persans recevront réciproquement secours et assistance. Quant aux bâtimens de guerre, ceux qui portent le pavillon militaire Russe, étant *ab antiquo* les seuls qui aient le droit de naviguer la mer Caspienne, ce même privilège exclusif leur est par cette raison également réservé, et assuré aujourd'hui, de sorte qu' à l'exception de la Russie, aucune autre puissance ne pourra avoir des bâtimens de guerre sur la mer Caspienne.

## ARTICLE 9.

Sa Majesté l'Empereur de toutes les Russies, et Sa Majesté le Schah

Shah of Persia, cordially desirous of drawing closer by every means the bonds so happily re-established between them, have agreed that the Ambassadors, Ministers, and Charges d'Affaires who may be reciprocally delegated to the respective High Courts, whether on a temporary mission, or for the purpose of residing there permanently, shall be received with the honors and distinctions due to their rank, and suited to the dignity of the high contracting parties, as well as to the sincere friendship which unites them and the usages of the countries. In this respect the ceremonials to be observed on both sides shall be agreed upon by means of a special Protocol.

## ARTICLE 10.

His Majesty the Emperor of all the Russias, and His Majesty the Shah of Persia, considering the re-establishment and extension of the commercial relations between the two States as one of the principal benefits which the return of peace should produce, have agreed to regulate all the arrangements relative to the protection of commerce and the security of their respective subjects, as stated in a separate Act hereunto annexed, concluded between the respective Plenipotentiaries, and which shall be considered as forming an integral part of the present Treaty of Peace. His Majesty the Shah of Persia reserves to Russia as formerly the right of appointing Consuls or Commercial Agents wherever the good of commerce may require, and he engages to allow these Consuls or Agents, each of whom shall not have a suite of more than ten individuals under his protection, the enjoyment of the honors and privileges due to their public character.

de Perse, ayant à cœur de resserrer par tous les moyens les liens si heureusement rétablis entre eux, sont convenus que les Ambassadeurs, Ministres, et Chargés d'Affaires, qui pourraient être réciproquement délégués auprès les hautes cours respectives, soit pour s'acquitter d'une mission temporaire, soit pour y résider en permanence, seront reçus avec les honneurs et distinctions analogues à leur rang, et conformes à la dignité des Hautes Puissances contractantes, comme à l'amitié sincère qui les unit et aux usages du pays. On conviendra à cet effet, moyennant un Protocole spécial, du cérémoniel à observer de part et d'autre.

## ARTICLE 10.

Sa Majesté l'Empereur de toutes les Russies, et Sa Majesté le Schah de Perse, considérant le rétablissement et l'extension des relations commerciales entre les deux états, comme un des premiers bienfaits que doit produire le retour de la paix, sont convenus de régler dans un parfait accord toutes les dispositions relatives à la protection du commerce, et à la sûreté des sujets respectifs, et de les consigner dans un acte séparé et ci annexé, arrêté entre les Plénipotentiaires respectifs, et qui est, et sera considéré comme faisant partie intégrante du présent traité de paix. Sa Majesté le Schah de Perse réserve à la Russie, comme par le passé, le droit de nommer des Consuls ou agens commerciaux partout, où le bien de commerce l'exigera, et il s'engage à faire jouir ces Consuls ou Agens, chacun desquels n'aura pas une suite de plus de dix individus de sa protection, des honneurs et des privilèges attachés à leur caractère public.

His Majesty the Emperor of all the Russias promises on his part to observe a perfect reciprocity in regard to the Consuls or Commercial Agents of His Majesty the Shah of Persia; in the event of any well-grounded complaint on the part of the Persian Government against any one of the Russian Consuls or Agents, the Minister or Chargé d'Affaires of Russia, residing at the Court of His Majesty the Shah, and under whose immediate orders they shall be placed, will suspend him from his functions and confer the charge provisionally on whomsoever he may think proper.

#### ARTICLE 11.

All the affairs and demands of their respective subjects, suspended by the event of the war, shall be resumed and settled conformably to the principles of justice after the conclusion of peace. The debts which their respective subjects may have contracted among themselves shall be promptly and wholly liquidated.

#### ARTICLE 12.

The high contracting parties agree with a view to the interests of their respective subjects to fix a term of three years in order that those who possess simultaneously immoveable property on either side of the Araxes may have the power to sell or to exchange the same freely. His Imperial Majesty of all the Russias excepts, nevertheless, from the benefits of this arrangement (as far as it respects them) the late Eriven Surdar Houssein Khan, his brother Ha Jan Khan, and Kurreem Khan, former Governor of Nacktehivan.

Sa Majesté l'Empereur de toutes les Russies promet de son côté, d'observer une parfaite réciprocité à l'égard des Consuls ou Agens commerciaux de Sa Majesté le Schah de Perse. En cas de plainte fondée, de la part du Gouvernement Persan, contre un des Agens ou Consuls Russes, le Ministre ou Chargé d'Affaires de Russie, résident auprès de la cour de Sa Majesté le Schah, et sous les ordres immédiats duquel ils seront placés, le suspendra de ses fonctions, et en conférera provisoirement la gestion à qui il le jugera convenable.

#### ARTICLE 11.

Toutes les affaires et réclamations des sujets respectifs, suspendues par l'événement de la guerre, seront reprises et terminées suivant la justice, après la conclusion de la paix. Les créances que les sujets respectifs peuvent avoir les uns envers les autres, ainsi que celles sur le jeu, seront promptement et entièrement liquidées.

#### ARTICLE 12.

Les hautes parties contractantes conviennent d'un commun accord dans l'intérêt de leurs sujets respectifs de fixer un terme de trois ans pour que ceux d'entre eux qui ont simultanément des propriétés immobilières en deçà et en delà de l'Araxe, aient la faculté de les vendre, ou de les échanger librement. Sa Majesté Impériale de toutes les Russies excepte néanmoins du bénéfice de cette disposition, en autant qu'elle la concerne, le cidevant Sirdar Erivan Houssein Khan, son frère Ha Jan Khan, et Kerim Khan, Cidevant Gouverneur de Nacktchivan.

## ARTICLE 13.

All prisoners of war made on either side, whether in the course of the last war or before, as well as the subjects of the two Governments who may have fallen into captivity at any period whensoever, shall all be freely delivered over within the term of four months, and after having been supplied with provisions and other necessary articles, they shall be sent to Abassabad to be there made over to the Commissioners respectively deputed to receive them and to take measures for their conveyance to their homes. The high contracting parties will adopt the same course in regard to all prisoners of war, and all Russian and Persian subjects reciprocally found in captivity who may not have been restored within the term above mentioned, either by reason of the distance at which they may have been, or owing to any other cause or circumstance whatever. The two Governments expressly reserve to themselves the unlimited right of claiming them at any time, and they bind themselves to restore them reciprocally, as soon as they shall present themselves, or shall be claimed.

## ARTICLE 14.

The high contracting parties shall not demand the surrender of refugees and deserters who may have passed under their respective dominations before or during the war.

With a view, however, to prevent mutually the prejudicial consequences which might result from the communication which some of these refugees may maintain with

## ARTICLE 13.

Tous les prisonniers de guerre faits de part et d'autre, soit dans le cours de la dernière guerre, soit auparavant, de même que les sujets des deux Gouvernemens réciproques tombés en captivité à quelque époque que ce soit, seront tous librement rendus dans le terme de quatre mois, et après avoir été pourvus de vivres et autres objets nécessaires, ils seront dirigés sur Abbas-Abad pour y être remis entre les mains des Commissaires, respectivement chargés de les recevoir et d'aviser à leur renvoi ultérieur dans leurs foyers. Les Hautes Parties contractantes en useront de même à l'égard de tous les prisonniers de guerre, et de tous les sujets Russes et Persans réciproquement tombés en captivité, que n'auraient pas été restitués dans le terme susmentionné, soit en raison de l'éloignement où ils seraient trouvés, soit partout autre cause, ou circonstance. Les deux Gouvernemens se réservent expressément le droit illimité de les réclamer en tout tems, et ils s'obligent à les restituer mutuellement à mesure qu'il s'en présentera, ou à mesure qu'ils les réclameront.

## ARTICLE 14.

Les Hautes Parties contractantes n'exigeront pas l'extradition des transfuges et déserteurs qui auraient passé sous leurs dominations respectives avant ou pendant la guerre.

Toute fois, pour prévenir les conséquences mutuellement préjudiciables qui pourraient résulter des intelligences que quelques-uns de ces transfuges chercheraient à entretenir avec leurs anciens compatriotes ou Vassaux, le



their old compatriots, the Persian Government engages not to tolerate within its possessions situated between the Araxes and the line formed by the River called Tehan, the Lake of Aroomiah, the River of Djikaton, and by the River named Higil Ogane, as far as its confluence with the Caspian Sea, the presence of the individuals who shall be designated by name now, or who may be so indicated hereafter.

His Majesty the Emperor of all the Russias promises equally on his part not to permit Persian refugees to settle in the Khanats of Karabagh and Nacktehivan, as well as in the portion of the Khanat of Erivan situated on the right bank of the Araxes. It is understood, however, that this Clause is not, and shall not be, obligatory except in regard to individuals invested with a public character, or of a certain dignity, such as Khans, Begs, and Spiritual Chiefs or Mollahs, whose personal example, instigations, and clandestine communications might have a prejudicial influence on their old compatriots. As far as concerns the mass of the population in the two countries, it is agreed between the high contracting parties that their respective subjects who might have already passed, or who may hereafter pass, from one State into the other, shall be free to settle or sojourn wherever the Government under whose authority they may place themselves shall deem proper.

#### ARTICLE 15.

With the benevolent object of restoring tranquillity to their States, and removing from their subjects all that can aggravate the

Gouvernement Persan s'engage à ne pas tolérer dans ses possessions, situées entre l'Araxe, et la ligne formée par la rivière dite Tehan, par le lac d' Oroumiah, par la Rivière dite Djikaton, et par la rivière dite Hizri Ozane, jusqu'à son confluent dans la mer Caspienne, la présence des individus, qui lui seront nominalelement désignés maintenant ou qui lui seraient signalés à l'avenir.

Sa Majesté l'Empereur de toutes les Russies promet également de son côté, de ne pas permettre que les transfuges Persans, s'établissent, ou restent à demeure, dans les Khanats de Karabagh et de Nacktehivan, ainsi que dans la partie du Khanat d' Erivan située sur la rive droite de l' Araxe. Il est entendu toutefois que cette clause n'est et ne sera obligatoire qu' à l'égard d' individus revêtus d'un caractère public, ou de certaine dignité, tels que les Khans, les Begs, et les Chefs spirituels ou Mollahs, dont l'exemple personnel, les instigations, et les intelligences clandestines pourraient exercer une influence abusive sur leurs anciens compatriotes administrés, ou vassaux. Pour ce qu concerne la masse de la population dans les deux pays, il est convenu entre les hautes parties contractantes que les sujets respectifs, qui auraient passé, ou qui passeraient à l'avenir d'un état dans l'autre, seront libres de s'établir, ou de séjourner partout où le trouvera bon le Gouvernement, sous la domination duquel ils se seront placés.

#### ARTICLE 15.

Dans le but bienfaisant et salutaire de ramener le calme dans ses états et d'écarter de ses sujets tout ce qui pourrait aggraver les maux qu'a déjà attirés

evils inflicted on them by the war to which the present Treaty has so happily put an end, His Majesty the Shah grants a full and entire amnesty to all the inhabitants and functionaries of the Province called Azerbegan. None of them without any exception shall be persecuted or molested for his opinions, acts, or conduct, either during the war, or during the temporary occupation of the said Province by the Russian troops. There shall be granted to them farther the term of one year from this date to remove freely with their families from the Persian Dominions into the Russian States, to export or to sell their property without the slightest opposition on the part of the Government, or the local authorities, or the imposition of any duty or fee on the effects or articles sold or exported by them. With regard to their immoveable property, a period of five years shall be granted to them for its sale or disposal, according to their pleasure. From this amnesty are excepted those who may be guilty within the period above mentioned of one year, of any crime or misdemeanour liable to penalties inflicted by the tribunals.

## ARTICLE 16.

Immediately after the signature of the present Treaty of peace, the respective Plenipotentiaries shall lose no time in transmitting to every quarter the necessary advices and instructions for the immediate cessation of hostilities.

The present Treaty drawn up in two parts of the same tenor, signed by the respective Plenipotentiaries, impressed with their seals, and exchanged between them, shall be

sur eux la guerre à laquelle le présent traité a mis si heureusement fin, Sa Majesté le Schah accorde une amnestie pleine et entière, à tous les habitans et fonctionnaires de la Province dite Azerbajan. Aucun d'eux sans exception de catégorie, ne pourra être ni poursuivi, ni molesté pour ses opinions, pour ses actes, ou pour la conduite qu'il aurait tenue, soit pendant la guerre, soit pendant l'occupation temporaire de la dite Province par les troupes Russes. Il leur sera accordé, en outre, le terme d'un an, à dater de ce jour, pour se transporter librement avec leurs familles des états Persans, dans les états Russes, pour exporter ou pour vendre leurs biens meubles sans que le Gouvernement, ou les autorités locales puissent y mettre le moindre obstacle, ni prélever aucun droit, ou aucune rétribution, sur les biens ou sur les objets vendus ou exportés par eux. Quant à leurs biens immeubles, il leur sera accordé un terme de cinq ans, pour les vendre, ou pour en disposer à leur gré. Sont exceptés de cette amnestie, ceux qui se rendront coupables, dans l'espace de tems susmentionné d'un an de quelque crime ou délit passible des peines punis par les tribunaux.

## ARTICLE 16.

Aussitôt après la signature du présent Traité de paix, les Plénipotentiaires respectifs s'empresseront, d'envoyer en tous les lieux les avis et injonctions nécessaires pour la cessation immédiate des hostilités.

Le Présent Traité, dressé en deux instrumens de la même teneur, signés par les Plénipotentiaires respectifs, munis de leurs cachets, et échangés entre eux, sera confirmé et ratifié par

confirmed and ratified by His Majesty the Emperor of all the Russias and His Majesty the Shah of Persia, and the solemn ratifications bearing their own signatures shall be exchanged between their Plenipotentiaries within the term of four months, or earlier if possible.

Signed by the Plenipotentiaries of the High Contracting Parties, Camp Turkomanchai, the 21st February 1828.

Sa Majesté l'Empereur de toutes les Russies, et Sa Majesté le Schah de Perse, et les ratifications solennelles, revêtues de leur propre signature, en seront échangées entre leurs Plénipotentiaires, dans le terme de quatre mois, ou plutôt si faire se peut.

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SEPARATE COMPACT (RELATIVE TO COMMERCE AND THE SECURITY OF  
RUSSIAN AND PERSIAN SUBJECTS RESPECTIVELY) REFERRED TO IN  
ARTICLE X. OF THE TREATY OF TURKOMANCHAI.

THE two high contracting parties desirous that their respective subjects shall enjoy all the advantages resulting from freedom of commerce on both sides, have agreed upon the following articles. Russian subjects provided with passports in due form shall be allowed to trade throughout the whole extent of the kingdom of Persia, and also to proceed to the States adjoining the said kingdom. In return for which, Persian subjects shall be allowed to import their merchandize into Russia either by the Caspian Sea or by the frontier land separating Russia from Persia, to barter them or to make purchases for exportation; and they shall enjoy all the rights and privileges accorded in the States of His Imperial Majesty to the subjects of the most favoured friendly powers. In the event of the death of a Russian subject in Persia, his movable and immovable property, as belonging to a subject of a friendly power, shall be entirely made over to his relations or partners who shall have the right to dispose of the said property as they may think fit. In default of relations or partners the disposal of these same goods shall

LES deux Hautes Parties contractantes désirant faire jouir leurs sujets respectifs de tous les avantages qui résultent d'une liberté réciproque de commerce, sont convenus de ce qui suit. Les sujets Russes, munis de passeports en bonne forme, pourront commercer dans toute l'étendue du Royaume de Perse et se rendre également dans les États voisins du dit Royaume. En réciprocité de quoi, les sujets Persans pourront importer leurs marchandises en Russie, soit par la Mer Caspienne, soit par la frontière de terre qui sépare la Russie de la Perse, les échanger ou faire des achats pour l'exportation, et ils jouiront de tous les droits et prérogatives accordés dans les États de Sa Majesté Impériale aux sujets des Puissances amies les plus favorisées. En cas de décès d'un sujet Russe en Perse, ses biens meubles et immeubles, comme appartenant à un sujet d'une Puissance amie, seront remis intégralement à ses parents ou associés, lesquels auront le droit d'aliéner les dits biens selon qu'ils le jugeront convenable. A défaut de

be entrusted to the Mission, or to the Consuls of Russia without any opposition on the part of the local authorities.

## ARTICLE 2.

Contracts, bills of exchange, securities and other engagements passed in writing between the respective subjects in connection with their business transactions shall be registered before the Russian Consul and before the Hakim (Civil Judge), and in places where there may be no Consul, before the Hakim alone, so that in case of dispute between the two parties it may be possible to make the necessary investigation with a view to decide the difference in conformity with justice. If one of the two parties, without being provided with documents drawn up and legalized as mentioned above, which shall be valid before either Court of justice, should wish to institute an action against the other by simply producing witnesses, such claims shall not be admitted unless the defendant himself should acknowledge their validity. Every engagement contracted between the respective subjects [of the two powers] in the forms above prescribed shall be scrupulously observed, and every refusal to abide by it that might occasion loss to one of the parties, shall be visited with a proportionate indemnity from the other party. In case of the failure of a Russian merchant in Persia, his creditors shall be paid out of the goods and effects of the insolvent; but the Minister, the Chargé d'Affaires, or the Consul of Russia shall not refuse their good offices, if need be, to ascertain if the insolvent has not left in Russia disposable property which might serve to satisfy the said creditors. The friendly stipula-

parents, ou d'associés, la disposition de ces mêmes biens sera confiée à la Mission, ou aux consuls de Russie, sans aucune entrave de la part des autorités locales.

## ARTICLE 2.

Les contrats, lettres de change, cautionnements et autres actes passés par écrit entre les sujets respectifs pour leurs affaires de commerce, seront enrégistrés chez le Consul de Russie et chez le Hakim (juge civil) et là où il ne se trouve pas de Consul, chez le Hakim seul, afin qu'en cas de contestation entre les deux parties, on puisse faire les recherches nécessaires pour décider la différence, conformément à la justice. Si l'une des deux parties, sans être pourvue des documents dressés et légalisés comme il est dit plus haut, les quels seront valables par devant chaque cour de justice, voulait intenter un procès à l'autre en ne produisant que des preuves testimoniales, de telles prétentions ne seront point admises, à moins que le défendeur lui-même n'en reconnaisse la légalité. Tout engagement contracté entre les sujets respectifs dans les formes ci-dessus prescrites sera religieusement observé, et tout refus d'y satisfaire qui occasionnerait des pertes à l'une des parties, donnera lieu à une indemnité proportionnelle, de la part de l'autre. En cas de faillite d'un négociant Russe en Perse, ses créanciers seront payés des biens et effets du failli; mais le Ministre, le Chargé d'Affaires, ou le Consul de Russie, ne refuseront pas s'ils en étaient requis leurs bons offices pour s'assurer si le failli n'a point laissé en Russie, des propriétés disponibles, qui puissent servir à satisfaire les mêmes créanciers. Les dispositions

tions in the present Article shall be reciprocally observed with regard to Persian subjects who trade in Russia under the protection of the laws.

#### ARTICLE 3.

In order to secure to the commerce of the respective subjects the advantages which form the subject of the foregoing stipulations, it is agreed that the merchandize imported into Persia or exported from that kingdom by Russian subjects, and in like manner the produce of Persia imported into Russia by Persian subjects either by the Caspian Sea or by the frontier land between the two States, as well as Russian merchandize which Persian subjects might export from the Empire by the same routes, shall be liable as heretofore to a duty of five cent. levied once for all at their entrance or exit, and shall not thereafter be subjected to the payment of any other customs duty. If Russia should deem it necessary to make new customs regulations and new tariffs, she nevertheless engages even in that case, not to increase the duty of five per cent. mentioned above.

#### ARTICLE 4.

If Russia or Persia should be involved in war with another Power, their respective subjects shall not be prohibited from passing with their merchandize through the territories of the high contracting parties in order to proceed to the States of the said power.

#### ARTICLE 5.

Seeing that, according to the existing usages in Persia, it is difficult for

arrêtées dans le présent article seront réciproquement observées à l'égard des sujets Persans qui commercient en Russie, sous la protection des lois.

#### ARTICLE 3.

Afin d'assurer au commerce des sujets respectifs les avantages qui font l'objet des stipulations antérieures, il est convenu, que les marchandises importées en Perse ou exportées de ce royaume par les sujets Russes, et pareillement les productions de la Perse importées en Russie par les sujets Persans, soit par la Mer Caspienne, soit par la frontière de terre entre les deux Etats, de même que les marchandises Russes que des sujets Persans exporteraient de l'Empire, par les mêmes voies, seront soumises, comme par le passé, à un droit de cinq pour cent perçu une fois pour toutes à leurs entrée ou à leurs sortie, et ne seront assujetties ensuite au paiement d'aucun autre droit de douane. Si la Russie jugeait nécessaire d'arrêter de nouveaux règlements de douane et de nouveaux tarifs, elle s'engage néanmoins à ne pas hausser, même dans ce cas, le droit ci-dessus mentionné de cinq pour cent.

#### ARTICLE 4.

Si la Russie ou la Perse se trouvait en guerre avec une autre Puissance, il ne sera pas défendu aux sujets respectifs de traverser avec leurs marchandises le territoire des Hautes Parties contractantes pour se rendre dans les Etats de la dite Puissance.

#### ARTICLE 5.

Attendu que d'après les usages existants en Perse, il est difficile

foreign subjects to find houses, ware-rooms, or proper places for the storage of their merchandize to let, it is permitted to Russian subjects in Persia not only to rent, but also to acquire, by every right of ownership, houses to dwell in, as well as ware-rooms and places in which to deposit their merchandize. The servants of the Persian Government shall not be allowed to enter by force the said houses, ware-rooms or places without having recourse, in case of necessity, to the authority of the Minister, or of the Chargé d'Affaires, or of the Consul of Russia who shall depute an officer or dragoman to be present at the inspection of the house or of the merchandize.

## ARTICLE 6.

In like manner, if the Minister or Chargé d'Affaires of His Imperial Majesty, the servants of the Russian Mission, the Consuls and dragomans should find it difficult in Persia to purchase suitable materials for their clothing, or several other necessary articles of consumption, they shall be allowed to send for, on their own account, free of duty and other charges, all goods and articles which are destined exclusively for their private use. The public Agents of His Majesty the Shah residing in the States of the Russian Empire, shall enjoy perfect reciprocity in this respect. Persian subjects forming part of the suite of the Minister or Chargé d'Affaires, or Consuls, and indispensable for their service, shall enjoy, so long as they may remain with them, their protection equally with Russian subjects; but if it should happen that one among them should commit some misdemeanour, and should thereby incur the penalty of the exist-

pour les sujets étrangers de trouver à louer des maisons, magasins ou emplacements propres au dépôt de leurs marchandises, il est permis aux sujets Russes en Perse non seulement de louer, mais aussi d'acquérir en toute propriété des maisons pour les habiter et des magasins ainsi que des emplacements pour y déposer leurs marchandises. Les employés du Gouvernement Persanne pourront entrer de force dans les dites maisons, magasins ou emplacements, à moins de recourir, en cas de nécessité à l'autorisation du Ministre, ou du Chargé d'Affaires, ou du Consul de Russie lesquels délégueront un employé ou dragman pour assister à la visite de la maison ou des marchandises.

## ARTICLE 6.

De même le Ministre, ou le Chargé d'Affaires de Sa Majesté Impériale, les employés de la mission de Russie, les Consuls et les Drogmans ne trouvant à acheter en Perse, ni les effets qui servent à leur habillement, ni beaucoup d'objets de consommation, qui leurs sont nécessaire, pourront faire venir francs de droits et de rétributions, pour leur propre compte, tous les objets et effets qui seront destinés uniquement à leur usage.

Les Agens publics de Sa Majesté le Shah résidant dans les États de l'Empire Russe, jouiront d'une parfaite réciprocité à cet égard. Les sujets Persans faisant partie de la suite du Ministre, ou du Chargé d'Affaires et des Consuls, et nécessaires pour leur service jouiront, tant qu'ils se trouveront auprès d'eux, de leur protection à l'égal des sujets Russes; mais s'il arrivait qu'un d'entre eux se rendit coupable de quelque délit et qu'il encourût par

ing laws, in that case the Persian Minister or the Hakim, and in his absence the competent local authority, shall immediately apply to the Minister, Chargé d'Affaires, or Russian Consul in whose service the accused may be, in order that he may be delivered up to justice; and if this application be founded on proofs establishing the guilt of the accused, the Minister, Chargé d'Affaires, or Consul shall make no difficulty whatever in complying with it.

#### ARTICLE 7.

All lawsuits and litigations between Russian subjects shall be submitted exclusively to the investigation and decision of the Mission or of the Consuls of Russia in conformity with the laws and customs of the Russian Empire. So also shall disputes and lawsuits arising between Russian subjects and those of another Power, in case the two parties shall consent to such a course. Whenever any disputes or lawsuits shall arise between Russian and Persian subjects, the said lawsuits or disputes shall be brought before the Hakim or Governor, and shall not be investigated and decided except in the presence of the Dragoman of the Mission or of the Consulate. Once judicially disposed of, such suits shall not be allowed to be instituted a second time. If, however, circumstances should be of such a nature as to render a second trial necessary, it shall not take place without previous intimation being given to the Minister, or the Chargé d'Affaires, or the Consul of Russia; and in that case, the action shall be brought and decided only in the *Duffter*, that is to say, in the Supreme Court of the Shah at Tabriz or at Teheran, likewise in the

là le chatiment des lois existantes, dans ce cas le Ministre Persan ou le Hakim, et à son défaut l'autorité locale compétente, s'adressera immédiatement au Ministre, Chargé d'Affaires ou Consul Russe, au service du quel se trouvera le prévenu afin qu'il soit livré à la justice; et si cette demande est fondée sur des preuves établissant la culpabilité de l'accusé, le Ministre, Chargé d'Affaires, ou Consul ne fera aucune difficulté d'y satisfaire.

#### ARTICLE 7.

Tous les procès, et toutes les affaires litigieuses entre sujets Russes, seront soumis exclusivement à l'examen et la décision de la mission ou des Consuls de Russie conformément aux lois et coutumes de l'Empire de Russie; de même que les différends et procès survenus entre les sujets Russes et ceux d'une autre Puissance, dans le cas où les deux parties y consentiront.

Lorsqu'il s'élèvera des différends ou procès entre les sujets Russes et les sujets Persans, les dits procès ou différends seront portés par devant le Hakim, ou Gouverneur, et ne seront examinés et jugés qu'en présence du Dragman de la Mission ou du Consulat.—Une fois juridiquement terminés, de tels procès ne pourront être informés une seconde fois. Si toute fois les circonstances étaient de nature à exiger un second examen, il ne pourra avoir lieu, sans que le Ministre, ou le Chargé d'Affaires, ou le Consul de Russie, en soient prévenus, et dans ce cas l'affaire ne sera instruite et jugée qu'au *Defter*, c'est-à-dire à la chancellerie suprême du Schah à Tabriz ou à Téhéran—égale-

presence of a Dragoman of the Mission or of the Russian Consulate.

## ARTICLE 8.

In case of murder or any other crime committed among Russian subjects, the investigation and decision of the case shall be within the exclusive province of the Minister, or Chargé d'Affaires, or Consul of Russia in virtue of the jurisdiction delegated to them over their own countrymen. If a Russian subject should happen to be implicated with individuals of another nation in a criminal suit, he shall not be prosecuted nor molested in any way without proofs of his participation in the crime; and even in that case, as in the one in which a Russian subject should be charged with direct culpability, the tribunals of the country shall not be competent to proceed with the trial and judgment of the crime except in the presence of a delegate of the Mission or of the Russian Consulate, and if there should be none on the spot in which the crime has been committed, the local authorities shall take step to send the delinquent to a place where there is a Consul or a constituted Russian Agent. The evidence both for and against the accused shall be faithfully taken by the Hakim and by the judge of the place, and attested by their signature: transmitted in this form to the place where the offence is to be tried, this evidence shall constitute a record or authentic summary of the proceedings, unless the accused should clearly demonstrate the falsity of the same. When the accused shall have been duly convicted and the sentence passed, he shall be handed over to the Minister, or Chargé d'Affaires, or Consul of His Imperial Majesty who shall send him back to Russia, there to receive the punishment awarded by the Law.

ment en présence d'un Drogman de la Mission ou du Consulat de Russie.

## ARTICLE 8.

En cas de meurtre ou d'autre crime commis entre sujets Russes, l'examen et la décision du cas seront du ressort exclusif du Ministre, ou du Chargé d'Affaires, ou du Consul de Russie, en vertu de juridiction qui leur est déférée sur leurs nationaux. Si un sujet Russe se trouve impliqué avec des individus d'une autre nation dans un procès criminel, il ne pourra être poursuivi, ni inquiété d'aucune manière à moins de preuves de sa participation au crime, et dans ce cas même comme dans celui où un sujet Russe serait prévenu de culpabilité directe, les tribunaux du pays ne pourront procéder à la connaissance et au jugement du crime qu'en présence d'un délégué de la Mission ou du Consulat de Russie, et s'il ne s'en trouve pas sur les lieux où le délit a été commis, les autorités locales feront transporter le délinquant là où il y a un Consul ou un agent Russe constitué. Les témoignages à charge et à décharge du prévenu seront fidèlement recueillis par le Hakim et par le Juge de l'endroit et revêtus de leur signature; transmis dans cette forme là où le délit devra être jugé, ces témoignages deviendront des documents ou précis authentiques du procès, à moins que l'accusé n'en démontre évidemment la fausseté. Lorsque le prévenu aura été dument convaincu et que la sentence aura été prononcée, le délinquant sera remis au Ministre, Chargé d'Affaires, ou Consul de Sa Majesté Impériale, qui le renverra en Russie pour y recevoir le châtimement porté par les lois.



## ARTICLE 9.

The high contracting parties shall take good care that the stipulations of the present Act be strictly observed and fulfilled, and the respective Governors of their provinces, Commandants and other authorities shall not allow themselves to infringe them on any account, under pain of incurring a grave responsibility and even dismissal on clear proof of a repetition of the fault. To this end we, the undersigned Plenipotentiaries of His Majesty the Emperor of all the Russias and of His Majesty the Shah of Persia, have arranged and concluded the stipulations contained in the present Act, which are the result of the ..... Article of the principal Treaty concluded on the same day at Dekhargane, and which shall have the same force and weight as if they were inserted therein word for word and ratified.

In consequence whereof the present separate Act, in duplicate, has been signed by us, impressed with our respective seals, and exchanged.

## ARTICLE 9.

Les Hautes Parties contractantes veilleront à ce que les stipulations du présent Acte soient strictement observées et remplies, et les Gouverneurs de leurs Provinces, Commandants et autres Autorités respectives ne se permettront dans aucun cas d'y contrevenir, sous peine d'une grave responsabilité et même de destitution en cas de recidive dûment avérée.

A cette fin, nous soussignés Plénipotentiaires de Sa Majesté l'Empereur de toutes les Russies et de Sa Majesté le Schah de Perse, avons réglé et arrêté les stipulations contenues dans le présent Acte les quelles sont la conséquence de l'Article ..... du Traité principal conclue à même jour à Dekhargane et auront la même force et valeur que si elles y étaient insérées mot-à-mot, et ratifiées.

En conséquence de quoi le présent Acte séparé, fait double, a été signé par nous, muni de nos cachats respectifs et échangés.

## PERSIA.

### APPENDIX No. III.— *Page 368.*

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CONCESSIONS granted by the PERSIAN GOVERNMENT to MESSRS. SIEMENS & Co.  
of LONDON, 11th January 1868.

1.

THE Persian Government concedes to Messrs. Siemens and Halske, of Berlin and St. Petersburg, and to Messrs. Siemens Brothers of London, the exclusive right to construct and manage a telegraphic line between the Russian Frontier (Joolfa) and Teheran. This line will be the continuation of a direct line between London and Joolfa.

2.

The grantees engage to organize the line, so that it shall be ready to be opened throughout its whole length not later than two years after the receipt of the present concession. No further delay will be allowed unless the execution of the work be hindered by circumstances beyond the control of the grantees.

3.

The grantees engage to construct the line solidly, and to maintain it in a good state of repair during the whole term of the concession. The telegraphic wires must be made of iron of the best quality, and must have a diameter of at least six millimetres (very nearly quarter of an inch). The standards are to be of iron. The grantees are bound to submit the project of the formation of the line from Joolfa to Teheran for the sanction of the Persian Government. The line will at first be constructed with two wires, but the grantees have the right, in case of need, to increase the number. The grantees, moreover, engage to provide their stations with instruments of the best quality. The method of working management of the line must be previously communicated to the Persian Government.

4.

The line of the grantees is solely destined for the despatch of Indo-European telegrams. The administration of Persian telegraphs entrusts to the grantees, to be despatched to their destination, all the telegrams which it receives for India or Europe. Messages from India or Europe for Persia are to be transmitted by the grantees to the proper station of the Persian telegraph, to be sent, by its medium, to those for whom they are intended. All direct intercourse with the public for the receipt or transmission of messages is prohibited to the grantees, unless the Persian Government authorizes the grantees to transmit inland messages in a foreign language, in which case they are to charge for such messages at the rate fixed in the Government tariff.

## 5.

On the Persian territory the telegraphic line will be considered as a Government institution, and with respect to its organization and security it will enjoy the same rights as those accorded to the telegraph lines of the Persian Government.

## 6.

The Persian Government exempts the grantees from customs duties on the importation of materials destined for the organization of the Persian branch of the line. The Persian Government must be previously informed of the quantity of the materials to be imported. The grantees are equally exempt from all inland imposts.

## 7.

The grantees have the right to run their line through towns and villages, as well as through private property, without paying any indemnity for the ground occupied.

## 8.

The following arrangement has been made with respect to the settlement of the tariff for the Indo-European correspondence :—

(a.)—Under the head of exceptions to the tariff generally adopted, half messages of ten words may be transmitted for half the price fixed for the unit message of twenty words.

(b.)—For every additional five words over and above the twenty, a quarter of the price of the unit message of twenty words will be charged in addition.

(c.)—The maximum price for the unit message of twenty words from London to the western part of India shall not exceed four pounds sterling, dating from the time when the English tariff for messages transmitted by the submarine lines of the Persian Gulf and the Indian Ocean shall have been reduced to half the actual rate; until then the price of a despatch of twenty words must not be higher than that fixed for the despatch of a similar message between Europe and India by the Turkish line.

(d.)—The fixing of the tariff for communications between India and the intermediate stations is left to the free-will of the grantees, on condition that the price for the despatch of a message from an intermediate station to India shall not, in any case, exceed that which is charged for the whole line.

## 9.

Until the expiration of the term of the Anglo-Persian Convention of the 23rd November 1865, the grantees renounce all right to participate in the receipts for international messages sent from Joolfa to Bunder-Bushire, or *vice versa*. The grantees, therefore, are to receive nothing for the transmission of Indo-European messages between Joolfa and Teheran until the expiry of the term above mentioned; but, on the other hand, the price at present fixed by the Perso-Russian Convention be not in any case raised during the present grant.

After the expiry of the term of the Anglo-Persian Convention above mentioned, the Teheran, Shiraz, Bunder-Bushire line is to be handed over, in good condition, to the grantees, unless the Persian Government, in the meantime, should conclude a fresh agreement with the English Government concerning that line. In the first case, the conditions of the present agreement will be equally applicable to the Teheran-Bunder-Bushire line, with this difference only, that a telegraph wire is to be placed at the disposal of the Government each day for 10 hours for the Persian correspondence. The Persian Government will have its own servants for this service, regarding the details of which it will come to an understanding with the grantees.

In case the Teheran-Bunder-Bushire line is handed over to the grantees, the latter promise to pay the Persian Government for each Indo-European despatch of twenty words the sum of two francs.

For half messages this payment will also be reduced to one-half. For messages which contain more than twenty words, half a franc extra will be paid for every additional five words over and above the twenty. If, on the contrary, the Persian Government concludes with England another agreement for the said line, the grantees have the right to a third (one-third) of the charge fixed for messages between Joolfa and Bunder-Bushire, which, however, is never to exceed ten francs and a half. The Persian Government engages to transmit, on the Teheran-Bunder-Bushire line, half messages of less than ten words for half the price for a message of twenty words. For their own messages concerning the administration of the line the grantees will have nothing to pay. If during the term of the agreement any special competition whatsoever, or any other unforeseen circumstances, should happen, which might necessitate a considerable reduction from the maximum of the general tariff, the Persian Government, after having assured itself of the indispensable necessity of this measure, will give its assent to an agreement more favourable to the grantees.

#### 10.

The Persian Government will have a right to adopt measures of control with the object of ensuring the exact performance of the present agreement, but which must, nevertheless, neither hinder nor retard the transmission of messages. In like manner, the Persian Government will have the right of inspecting the registers and proceedings of the grantees through a functionary specially appointed for the purpose and previously notified by the Government.

#### 11.

The Persian Government will have the right, whilst paying the price established by the Persian tariff, to transmit official messages by the line of the grantees. The grantees promise to place on their standards, between Joolfa and Teheran, the new Government wire, and to replace it during the whole term of the present agreement. To indemnify the grantees, the Persian Government will repay to them the expenses for putting up the above-mentioned line only. The iron standards (their purchase, fixing, and replacing) will be at the expense of the grantees.

## 12.

The adjustment of accounts between the grantees and the Government will be made quarterly. If the payments due to the Government shall not be made within three months after the settlement of accounts, the Government will have a right to sequester the property of the grantees until the whole amount is liquidated. In order to facilitate intercourse with the Persian Government the grantees are to appoint a special Agent at Teheran.

## 13.

The duration of the agreement is fixed for twenty-five years, dating from the day when the telegraphic working of the line shall have commenced. At the expiration of this time the privilege will cease, and the grantees must come to terms beforehand with the Government as to the continuance of their use of the Indo-European telegraphic line. In case they do not come to an understanding on this point, the whole organized line, by virtue of the agreement, will be handed over, in good condition and without indemnity, to the Persian Government.

## 14.

If during the term of the grant the grantees have, with the consent of the Government, put up new wires to increase the means of communication, and if at the expiry of the grant no arrangement has been made for its prolongation, the Government promises to pay the grantees, according to a valuation, an indemnity for these new wires. This valuation will be made by a Government Commission and an authorized Agent on the part of the grantees.

## 15.

It will always be in the power of the grantees to transfer the rights accorded to them by the present grant, together with the obligations assumed by them to a company, the rules of which ought to be confirmed by Government. The grantees are, nevertheless, expected to take at least a fifth part of the stock of such new company.

## 16.

In order to facilitate the settlement of accounts between the Persian Government and the grantees, the relative value of the monies is fixed by the following invariable currency :—

One pound sterling=twenty-five francs=twenty-two krans.

One shilling=one franc twenty-five centimes=one kran two shahis.

One penny=ten centimes=two shahis.

One rouble=four francs=three krans and ten shahis.

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Copy of **TREATY** concluded by **MR. GEORGE SIEMENS** with the **PERSIAN GOVERNMENT** on behalf of the **INDO-EUROPEAN TELEGRAPH COMPANY**, 24th May 1869.

The conclusions accepted by the Vienna Conference having altered the basis of the concession of 11th January 1868, granted to Messrs. Siemens and Halske and Siemens Brothers, by compelling the said grantees to fix a tariff which is below the minimum of 100 francs, stipulated in the 8th Article of the said concession, the Persian Government and the grantees have agreed upon the following Articles:—

#### **ARTICLE I.**

The Persian Government concedes to the grantees from the 1st January 1870 to the expiration of the Treaty of 23rd October 1865 all the rights which it possesses under this Treaty in the receipts accruing from the international messages sent by the Teheran-Bushire line.

After the expiration of this Treaty the Teheran-Bushire line shall be made over to the grantees, unless the Persian Government should make at the time a new convention with the British Government concerning this line on the same financial basis.

Should the Treaty be renewed, the Persian Government concedes to the grantees up to the 1st January 1895, the date of the expiration of the concession of 11th January 1868, all the rights which would revert to the Persian Government, and which the renewal of the Anglo-Persian Convention would still give it, over two-thirds of the receipts accruing from the international messages sent by the line between Julfa and Bushire, the remaining one-third already belonging to the grantees, as stipulated in the 9th Article of the concession of 11th January 1868.

The grantees shall themselves collect the above-mentioned receipts, and shall arrange with the British Government to this effect.

In return, the grantees shall pay to the Persian Government during the 25 years, commencing from 1st February 1870 to the 1st January 1895, either a duty of two francs for each message of transit passing through the Julfa-Bushire line, with the exception of service messages, or an annual subsidy of 12,000 tomans, whichever it may prefer. They shall pay this duty or the fixed subsidy in both cases, whether the Teheran-Bushire line be made over to them, or whether it remains under its present management, the grantees only enjoying the revenues which revert to the Persian Government and to themselves.

Moreover, the grantees are willing, should the Persian Government desire it, to pay all the debts which this Government has contracted up to the present time with the British Government for the purchase of telegraphic materials, as well as the debts which the Administration of the Persian Telegraphs has incurred, to the same Government for the construction of the line.

The amount of these debts must be stated by the Persian and British Governments before the 1st January 1871. From the commencement of this

period the grantees shall be authorized to reimburse themselves by deducting every year the twenty-fourth part of the sum stated by the said Governments from the subsidy or the duties payable to the Persian Government.

In case the settlement of account between the said Governments is not effected at the above-mentioned date, another term, not exceeding one year, shall be fixed for such settlement. The grantees shall then have the right to reimburse themselves by retaining every year a sum equal to the twenty-third part of the sum stated.

If the accounts are not adjusted even at the end of the latter period, the grantees shall be freed from this obligation.

## ARTICLE II.

Moreover, the Persian Government grants to the actual possessors of the concession of 11th January 1868 the exclusive privilege of erecting and working a telegraph line with one wire between Shiraz and Bunder Abbass.

The grantees are bound to inform the Persian Government of the direction of the line before proceeding upon its construction.

The grantees engage to finish the construction of this line as quickly as possible.

The grantees engage to construct the line and to maintain it in good working order during the whole term of their administration. The telegraph wire shall be made of iron of the best quality, and shall have a diameter of at least 6 millimetres.\* The standards shall be of iron; the instruments, &c., of the best quality. If practicable, the stations at Shiraz shall be built on the grounds of the Persian Telegraph, at other places, on such sites as the Minister of Foreign Affairs and the grantees shall deem suitable, and which shall be given to the latter free of cost from lands belonging to the Persian Government.

Like the already existing lines, the new line is designed to transmit international messages which shall pass the line of the grantees between London and Teheran.

The line shall be considered as an institution of the Government, and shall enjoy, in regard to its organization and security, all the privileges accorded to the lines of the Persian Government.

The Persian Government exempts the grantees from customs duties on the importation of materials destined for the organization and maintenance of this line and of its stations, and absolves them from the payment of all inland dues. The Custom House officers shall have the right to visit the stations belonging to the grantees on the frontier.

The grantees shall have the right to carry their line in the direction sanctioned by Government through towns and villages skirting the routes, without being liable to pay any indemnity for the land occupied by the line. In places where the line shall pass through the property of private individuals

or communities, the grantees shall enjoy the right of compulsory appropriation in accordance with the rules in force, and in the proportion which the Government shall deem indispensable.

The duration of the concession is limited to 25 years, commencing from the date on which the working of the Shiraz-Bunder Abbass line shall have begun. After the expiration of this period the privilege shall cease, and the grantees shall have to come to an understanding with the Persian Government on the subject of their continued possession of this line. In case no arrangement on this point shall have been come to, the whole line organized by virtue of this concession, together with the buildings at the stations, shall be made over to the Persian Government without any indemnity.

As the Shiraz-Bunder Abbass concession will expire after the 1st January 1895, the safety and rapidity of international traffic, which depend on uniformity of administration, would probably be imperilled if at that time the Government resumed the Julfa-Teheran and Teheran-Bushire lines, while the Shiraz-Bunder Abbass line still continued for some time in the hands of the grantees.

The Persian Government, wishing to obviate this inconvenience, and not wishing to resume the Shiraz-Bunder Abbass line before the expiration of this concession, so that it might not be compelled to indemnify the grantees for the expenses of construction which they might not have yet incurred, consents to extend the concession for the Julfa-Teheran line and the arrangement regarding the Teheran-Bushire line till the expiration of the Shiraz-Bunder Abbass concession.

In return, the grantees shall pay to the Persian Government for the working of this line a sum of 1,000 tomans annually during the first half of the 25 years, and 2,000 tomans annually during the second half, the payment to commence from the date on which the line is opened to international correspondence.

If the Julfa-Teheran concession and the arrangement regarding the Teheran-Bushire line are extended beyond the 1st January 1895, they shall pay from this date, till the expiration of the Shiraz-Bunder Abbass concession, an annual subsidy of 15,000 tomans in lieu of the 12,000 tomans fixed by Article I. of the present Agreement.

If, during the term of the concession, the grantees should set up additional wires to increase the means of communication, the Persian Government engages to pay the grantees, on the surrender of the line, an indemnity for these additional wires fixed on an estimate made by a Government Commissioner and an authorized Agent on the part of the grantees.

It shall at all times be lawful to the grantees to transfer the rights accorded to them by the present concession, together with the obligations assumed by them, to another Company, the rules of which ought to be sanctioned by the Government. It is agreed that the number of foreign *employés* throughout the whole length of the Shiraz-Bunder Abbass line shall not exceed 50.



## ARTICLE III.

The clauses of the former concession of 11th January 1868 remain in force, unless modified by the foregoing stipulations.

## ARTICLE IV.

His Excellency the Minister for Foreign Affairs of His Majesty the Shah of Persia and Mr. George Siemens, the lawfully constituted Agent of the grantees, having met and exchanged their powers, have signed two copies of this paper, and have affixed their seals thereto.

*Teheran, the 12th Saffar 1186 Hijra, corresponding with 24th May 1869.*

(Sd.)      GEORGE SIEMENS.

(Sd.)      MIRZA SAID KHAN,  
*Minister for Foreign Affairs of the  
Sublime Persian Government.*

## PERSIA.

APPENDIX No. IV.—*Page 369.*

### TRANSLATION of a COMMERCIAL TREATY between PERSIA and SPAIN.

#### PREAMBLE.

PRAISE be to the Almighty Guardian of the Universe!

The exalted Government of Persia and the exalted Government of Spain, for the purpose of protecting the interests and welfare of the merchants and other subjects of the two countries, and the improvement and extension of trade and commerce, are desirous of an arrangement which will be for the honor and glory of these Governments. Thus having been convinced that nothing is equal to the formation of a Treaty for the support and benefit of important affairs, they both therefore have considered it suitable that hereafter between these mighty Governments and their subjects, a basis of friendly intercourse should be established, according to an auspicious Treaty of friendship and commerce ornamented with truth and justice, and founded on a firm and permanent footing. For the purpose of completing this agreement His Majesty, &c., &c., Mahomed Shah, Kajar, on his part, has appointed Meerza Jaffer Khan, Chief Engineer, &c., &c., and Ambassador Extraordinary of the Persian Government to the Court of Turkey, his Plenipotentiary and in like manner in the name of Her Majesty Donna Isabella, the second, during Her minority, as heir apparent to the sovereignty of Spain His Highness Baldomero Espartero Regent and Duke of Vittoria and Marbella has appointed Monsieur Antonio Louis Cordova Knight &c., &c., and Minister Plenipotentiary of Spain at the Sublime Porte, Plenipotentiary on his part. These two Plenipotentiaries having on perusal of each others full powers found them to be correct and according to custom have framed the stipulations of the auspicious Treaty in the following seven articles:—

#### ARTICLE 1.

From this day and until the Almighty pleaseth, between the exalted Governments of Persia and Spain and their subjects the foundation of friendship, truth and everlasting regard shall be firmly established.

#### ARTICLE 2.

The subjects of these exalted Governments are reciprocally permitted and allowed to pass in peace and security into each others territories, and to carry on their mercantile transactions or to travel, and to rent such houses, shops or storehouses, as may be necessary for the purpose of their business, without any hindrance on the part of the Government authorities, who are always to render them assistance and protection and to use their endeavours to maintain

a good understanding between the merchants and travellers of these two exalted Governments, and to the utmost of their power to add to their comforts. And whenever it may be necessary for them to depart, orders and passports shall be given to them, that they shall not be molested, but afforded every assistance.

#### ARTICLE 3.

The subjects of these two powerful states, who for the purpose of trade and commerce, or to travel, visit each others territories, from the time of their arrival to that of their departure shall be treated with due respect, and on no account shall any taxes be taken from them excepting this, that on their merchandise the same amount of custom duty shall be levied that is levied on merchandise of other friendly nations.

#### ARTICLE 4.

These two exalted Governments for the ease and security of their subjects who may pass into each others countries, will give permission for the residence of Commercial Agents in two suitable places. The Persian Government will give permission for one Agent to reside in Tehran, and one in Tabreez on the part of the Spanish Government. In like manner the Spanish Government will consent to the residence of one Agent on the part of the Persian Government in the Capital of Madrid, and another at the Port of Barcelona, or in any other port that the Persian Government may think suitable for its Agent to reside.

#### ARTICLE 5.

Whenever any disputes shall arise between the subjects of these contracting Governments, with regard to trade and traffic, such disputes must be settled according to the custom and laws of the country, and with the knowledge of the Agent of that country, and if any one of the subjects of these Governments should become Insolvent or Bankrupt after an examination of his books of exports, imports, and credits, and remaining property, his goods and property shall be divided between his debtors according to the Bankruptcy law, and if one of the subjects of these States should die, all the property possessed by such person shall be made over to the care of the Agent of his Government.

#### ARTICLE 6.

If either of these contracting states should be at war with another power, according to the everlasting friendship subsisting between the Governments of Persia and Spain, on no account shall any loss or neglect be experienced by either of them.

#### ARTICLE 7.

This Treaty of friendship and commerce between the two States in accordance with the contents of the foregoing Articles, by the assistance

of the one Almighty God, the Ministers of the two contracting Powers will always adhere to its stipulations, and on no account shall its basis be impaired, and Please God in the space of five months, or less, this Treaty will be ratified and sealed by the Ministers of the two contracting Governments at Constantinople and there be exchanged by the Plenipotentiaries of these Governments.

#### CONCLUSION.

These seven Articles were drawn up and attested by the Plenipotentiaries of the two contracting parties in two corresponding copies, and after being ratified and sealed by both parties, were exchanged at Constantinople on the 30th of March 1842, corresponding with the 20th of Mohurram 1258 of the Hajireh, and have now received the ratification of His Excellency Hajee Meerza Aghassee and the Ministers of the Persian Government in this month of Sheoval 1262 (October 1846.)

Translated by  
(Sd.) JOSEPH REID.

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## PERSIA.

### APPENDIX No. V.—*Page* 369.

TRANSLATION of a TREATY between PERSIA and SPAIN, signed in LONDON by GENERAL HAJEE SHEIK MOHSIN KHAN and DON MANUEL RANCEY VILLANEUVA on the 8th Zeekaadeh 1286=9th February 1870, and ratified by HIS MAJESTY the SHAH on the 1st Zechejjeh 1288=10th February 1872.

#### ARTICLE I.

The stipulations contracted by the two powerful States in their Treaty of the 20th Mohurrum 1258=4th March 1842 are hereby fully confirmed, and they shall be considered as forming an integral part of the present auspicious Treaty.

#### ARTICLE II.

His Majesty and the Shah of Persia shall be at liberty to appoint a Consul and Commercial Agent at any Spanish Port, be it Cadiz or any other port where he may consider (such appointment) most advantageous to the trade of his subjects. In like manner the Government of Spain shall also be at liberty to appoint a Consul and Commercial Agent at any port in the Persian Gulf, be it Bushire or elsewhere, which may appear to it suitable for the commercial interests of its subjects.

The places of residence of the Commercial Agents and Consuls of the two parties will be as follows:—On the part of Persia—Madrid, Barcelona, and Cadiz, or any (other) port which she may select; and on the part of Spain Teheran, Tabreez, and Bushire, or any other port which she may prefer.

#### ARTICLE III.

Both powers being desirous that their commerce should enjoy the privileges accorded to that of the most favored nation, it is hereby decided that if, after the experiment which will be made, the commercial interests of the two parties should hereafter require that the number of the Commercial Agents and Consuls specified in the present Treaty should be fixed, a new arrangement shall be made to that effect.

#### ARTICLE IV.

The present Treaty shall be written in Persian and Spanish, and the Plenipotentiaries of the two States shall each keep a copy duly signed and sealed by them.

Both copies shall be translated into French, and after having been compared with the originals, the said translations shall be signed and sealed by the two Plenipotentiaries, who will each keep a copy, which shall have the same validity as the originals.

#### ARTICLE V.

The ratifications of the present Treaty shall be exchanged in London between the Legations of the two Powerful States as soon as possible.

Done in London by the aforementioned Plenipotentiaries on the 8th Zeekaadeh 1286=9th February 1870.

## PERSIA.

APPENDIX No. VI.—*Page* 369.

### COMMERCIAL TREATY between GERMANY and PERSIA.

Journal de St. Petersburg, 9-21 Juin 1873.

Voici le traité d'amitié, de commerce et de navigation conclu entre l'empire d'Allemagne et la Perse le 11 juin 1873 à St. Pétersbourg et qui, comme nous le disions hier, a été communiqué le 14 au conseil fédéral d'Allemagne :

#### ARTICLE 1.

Il y aura, comme par le passé, amitié sincère et bonne intelligence entre les Etats et les sujets des hautes parties contractantes.

#### ARTICLE 2.

Les ambassadeurs, ministres plénipotentiaires ou autres agents diplomatiques respectifs seront recus et traités réciproquement, eux et tout le personnel de leurs missions, comme sont reçus dans les pays respectifs les ambassadeurs, ministres plénipotentiaires ou autres agents diplomatiques des nations les plus favorisées, et ils y jouiront de tout point des mêmes honneurs, prérogatives et immunités.

#### ARTICLE 3.

Pour la protection de leurs sujets et de leur commerce respectifs et pour faciliter de bonnes et équitables relations entre leurs sujets, les hautes parties contractantes se réservent la faculté de nommer chacune trois consuls dans les Etats respectifs.

Les consuls d'Allemagne résideront à Téhéran à Tauris et à Bender Bouchir.

Les consuls de Perse résideront en Allemagne partout où se trouvent des consuls d'une puissance étrangère.

Ces consuls des hautes puissances contractantes jouiront réciproquement, tant pour leur personne et l'exercice de leurs fonctions, que pour leurs maisons, les employés de leurs consulats et les personnes attachées à leur service, des mêmes honneurs et des mêmes privilèges dont jouissent et jouiront à l'avenir les agents consulaires de la nation la plus favorisée.

En cas de désordres publics, il devra être accordé aux consuls, sur leur demande, une sauvegarde chargée d'assurer l'inviolabilité du domicile consulaire.

Les agents diplomatiques et consuls d'Allemagne et réciproquement les agents diplomatiques et consuls de l'empire persan ne devront pas protéger, ni en secret ni publiquement, aucun sujet persan, et réciproquement aucun sujet allemand qui ne serait pas employé effectivement par leurs missions ou par les consuls généraux, consuls, vice-consuls ou agents consulaires respectifs.

Il est bien entendu que si un des agents consulaires de l'une des hautes parties contractantes s'engageait dans les affaires commerciales sur le territoire de l'autre puissance, il serait soumis à cet égard aux mêmes lois et aux mêmes usages, auxquels sont soumis ses nationaux faisant le même commerce.

#### ARTICLE 4.

Les sujets de chacune des parties contractantes jouiront dans les territoires de l'autre des mêmes droits, privilèges, immunités et exemptions, dont jouissent actuellement ou jouiront à l'avenir en matière de commerce et de navigation les sujets de la nation la plus favorisée.

#### ARTICLE 5.

Les sujets des deux hautes parties contractantes pourront parcourir en pleine liberté les territoires respectifs et les traverser pour se rendre dans les pays voisins, sans qu'ils en soient empêchés par les autorités locales, qui, de leur côté, mettront la plus vive sollicitude à les préserver de tout désagrément en veillant continuellement à leur sûreté personnelle, en les traitant avec tous les égards possibles, afin qu'ils n'éprouvent ni dommage, ni entrave ou vexation quelconque dans leur voyage et en les munissant à cet effet de saufconduits, firmans ou autres documents.

#### ARTICLE 6.

Les sujets des hautes parties contractantes qui, en leur qualité de marchands, commerçants ou voyageurs, se rendraient sur les territoires respectifs pour leurs affaires, y seront accueillis et traités, dès leur entrée jusqu'à leur sortie, avec les mêmes égards et sur le même pied que les sujets des nations les plus favorisées.

En conséquence, les sujets de hautes parties contractantes pourront, soit par terre, soit par mer, librement importer dans les pays respectifs, en exporter ou y transporter des marchandises, exercer le commerce dans toute l'étendue de leurs Etats, conformément aux règlements et aux lois en vigueur dans les pays respectifs, y louer des maisons, des magasins et des boutiques pour leurs affaires et ils n'y seront soumis, sous aucun nom ou prétexte, à un impôt quelconque auquel ne seraient point soumis les sujets des nations les plus favorisées.

Il est bien entendu que si la haute cour d'Iran accordait aux sujets d'une nation étrangère le droit d'acquérir et de posséder en Perse des terres, maisons, magasins ou autres immeubles, ce même droit sera aussi accordé aux sujets de l'empire d'Allemagne.

Les marchands des deux nations, qui voudraient faire le commerce intérieur dans les deux pays, seront soumis, quant à ce commerce, aux lois du pays où ce commerce se fait.

#### ARTICLE 7.

Les sujets de l'empire d'Allemagne qui importeraient des marchandises en Perse ou en exporteraient, seront traités, à l'égard des droits de douane, sur le même pied que les sujets des nations les plus favorisées.

Pareillement, les sujets persans qui importeraient des marchandises en Allemagne ou en exporteraient, seront traités à l'égard des droits de douane et impôts sur le même pied que les sujets des nations les plus favorisées.

#### ARTICLE 8.

Il sera permis aux bâtimens de commerce de chacune des hautes parties contractantes, soit chargés, soit sur lest, de fréquenter librement dans les Etats respectifs toutes les baies et rivières ainsi que tous les ports, rades et ancrages ouverts par le gouvernement territorial au commerce maritime. Cette liberté comprendra pour les navires et les sujets des hautes parties contractantes la faculté de faire le commerce d'importation et d'exportation dans la même étendue que les navires et les sujets des nations les plus favorisées, ainsi que la faculté de se livrer à toutes les opérations commerciales, dont l'exercice est permis, en vertu des lois en vigueur dans les pays respectifs ; les bâtimens de commerce et les sujets respectifs seront en tout point traités à cet égard sur le même pied que les navires et les sujets des nations les plus favorisées.

#### ARTICLE 9.

Les bâtimens de l'une des hautes parties contractantes qui arrivent soit sur lest, soit chargés de quelque pays que ce soit dans les ports de l'autre, seront traités tant à leur entrée qu'à leur sortie sur le même pied que les bâtimens des nations les plus favorisées par rapport aux droits de tonnage, de fanaux et de pilotage, ainsi qu'à tout autre droit ou charge de quelque espèce ou dénomination que ce soit revenant à la couronne, aux villes ou à des établissemens particuliers quelconque.

#### ARTICLE 10.

Relativement aux cas de naufrage, les hautes parties contractantes s'engagent à prendre les dispositions nécessaires pour qu'il soit voué au sauvetage de leurs navires respectifs échoués sur les côtés de l'une ou de l'autre, ainsi qu'à des personnes et des objets de tout genre, qui se trouveront à leur bord, les mêmes soins qui, en pareille circonstance, seraient apportés au sauvetage des bâtimens de la nation la plus favorisée. Elles s'engagent également à veiller à ce que les débris du navire naufragé, les papiers du bord, les espèces, effets, ustensiles et autres objets de valeur soient mis sous bonne garde, ainsi que cela se pratique à l'égard des navires naufragés des puissances les plus favorisées ; à ce qu'il soit donné connaissance du fait au gouvernement intéressé par l'organe de son consul ou agent commercial le plus rapproché ou par toute autre voie, en mettant le tout à sa disposition de la manière la plus convenable, et enfin à ce que tous les objets sauvés, ou bien le prix de leur vente, dans le cas où celle-ci aurait dû s'effectuer, soient fidèlement remis aux propriétaires ou à leurs fondés de pouvoirs, ou bien à défaut des uns et des autres à la charge du consul ou agent du gouvernement intéressé.

#### ARTICLE 11.

Les officiers employés ou sujets de la haute cour d'Iran ne pourront entrer de force dans le domicile d'un Allemand, ni dans ses magasins ou boutiques :



en cas de nécessité, il faudra en prévenir l'agent diplomatique ou le consul duquel cet individu relèvera, et toute perquisition domiciliaire ne pourra se faire qu'en présence des commissaires délégués par ledit agent ou consul. Dans les localités où il n'y a pas d'agent ou consul, les sujets de l'empire d'Allemagne seront traités à cet égard sur le même pied que le sont les sujets des nations les plus favorisées dans les endroits où il n'y a pas d'agent ou consul de leur gouvernement.

#### ARTICLE 12.

Tous les contrats et autres engagement des sujets des hautes parties contractantes par rapport aux affaires de commerce seront fidèlement maintenus et protégés avec la plus grande exactitude par les gouvernements respectifs.

Pour mieux veiller à la sûreté des sujets de l'empire d'Allemagne en Perse, les billets de créance, lettres de change et lettres de garantie, ainsi que tous les contrats faits par des sujets des hautes parties contractantes, relativement à des affaires de commerce, devront être signés par le Divan-Khané, [sic] et, à défaut de celui-ci, par l'autorité locale compétente, et dans les endroits où il y aurait un consul d'Allemagne, aussi par ce dernier, afin qu'en cas de quelque différend, on puisse faire les recherches nécessaires et décider ces affaires litigieuses, conformément à la justice.

En conséquence, celui qui, sans être muni des documents ainsi légalisés, voudrait intenter un procès à un sujet allemand, en ne produisant pas d'autres preuves que les déclarations d'un témoin, ne sera point écouté quant à sa demande, à moins que celle-ci ne soit reconnue valable par ledit sujet allemand.

L'empire d'Allemagne veillera également à la sûreté des sujets persans en Allemagne, conformément aux lois et aux usages établis, et les traitera à cet égard sur le pied des nations les plus favorisées.

#### ARTICLE 13.

Toutes les contestations ou disputes et tous les procès qui s'élèveraient entre des Allemands en Perse, seront examinés et jugés par les représentants respectifs près la haute cour d'Iran, ou par les consuls desquels ils relèveront ou les plus rapprochés de leur domicile, conformément aux lois de leur pays, sans que l'autorité locale y puisse opposer le moindre empêchement ou la moindre difficulté.

Les procès, contestations et disputes qui s'élèveraient en Perse entre des Allemands et des sujets appartenant à d'autres nations étrangères, seront jugés exclusivement par l'intermédiaire de leurs agents ou consuls.

Toutes les contestations ou disputes et tous les procès qui s'élèveraient en Perse entre les sujets des deux hautes parties contractantes seront jugés devant les tribunaux persans, mais ces différends et procès ne pourront être décidés ou jugés qu'en présence et avec l'intervention du représentant ou du consul allemand ou au nom de celui-ci, en présence du drogman, qui sera désigné à cet effet, le tout conformément aux lois et aux coutumes du pays.

Le procès une fois terminé par la sentence du juge compétent, ne pourra plus être repris une seconde fois, mais si la nécessité exigeait la révision du

jugement prononcé, celle-ci ne pourra se faire qu'avec l'avis du représentant ou consul duquel les sujets allemands dont il s'agira relèvent, ou au nom de cet agent en présence du drogman respectif et seulement devant une des cours suprêmes de contrôle et de cassation qui siègent à Téhéran à Tauris ou à Ispahan.

En réciprocité de ces engagements, les sujets de la haute cour d'Iran jouiront dans l'empire d'Allemagne, pour leurs intérêts et leurs droits acquis, en cas de contestations, de la pleine protection des lois et des tribunaux de ces Etats, de la même manière que les sujets nationaux et ceux d'autres puissances étrangères; et les représentants, consuls et agents de la haute cour d'Iran y jouiront, quant à une intervention de leur part en faveur de leurs nationaux auprès des autorités de ces Etats, de la même faculté qui y est accordée aux agents diplomatiques et consuls des nations les plus favorisées.

#### ARTICLE 14.

Si un sujet de l'une des deux hautes parties contractantes, résident dans les domaines de l'autre, se déclare en état de faillite ou fait banqueroute, on dressera l'inventaire de tous ses biens, de ces effets et de ses comptes actifs et passifs pour en faire la liquidation requise et la juste répartition entre ses créanciers.

En cas qu'un Allemand résidant ou se trouvant en Perse, se déclare en état de faillite, la procédure susmentionnée ne sera effectuée que de l'avis et par l'intervention du représentant ou consul respectif résidant à l'endroit le plus rapproché du lieu de séjour du banqueroutier.

Si un sujet persan fait faillite en Allemagne il sera accordé dans la procédure de faillite au représentant ou consul persan le même droit d'intervention, dont jouissent en pareil cas les représentants ou consuls de la nation la plus favorisée.

Sur la demande faite par les créanciers, les agents diplomatiques ou consulaires respectifs des puissances contractantes provoqueront les recherches nécessaires pour constater si le failli n'a pas laissé dans sa patrie des biens qui pourraient satisfaire à leurs réclamations.

#### ARTICLE 15.

En cas de décès de l'un de leurs sujets respectifs sur le territoire de l'une ou de l'autre des hautes parties contractantes, sa succession sera remise intégralement à la famille ou aux associés du défunt s'il en a. Si le défunt n'avait ni parents, ni associés, sa succession dans les pays des hautes parties contractantes sera remise intégralement à la garde des agents ou des consuls respectifs, pour que ceux-ci en fassent l'usage convenable, conformément aux lois et coutumes de leur pays.

#### ARTICLE 16.

Quant aux affaires de la juridiction criminelle, dans lesquelles seraient compromis des sujets allemands en Perse, ou des sujets persans en Allemagne, elles seront jugées dans les Etats respectifs suivant le mode qui y est adopté à l'égard de la nation la plus favorisée.

## ARTICLE 17.

Le gouvernement impérial d'Allemagne s'engage à n'accorder à aucun sujet persan de lettres de naturalisation, qu'à la condition expresse du consentement préalable du gouvernement persan; le gouvernement persan s'engage aussi de son côté à n'accorder de lettres de naturalisation à aucun sujet dudit empire allemand sans le consentement préalable du gouvernement de celui-ci.

## ARTICLE 18.

En cas de guerre de l'une des puissances contractantes avec une autre puissance, il ne sera porté, pour cette seule cause, atteinte, préjudice ou altération à la bonne intelligence et à l'amitié sincère qui doivent exister à jamais entre les hautes parties contractantes. Pour le cas où la Perse serait impliquée dans un différend avec une autre puissance, le gouvernement impérial allemand se déclare prêt à employer, sur la demande du gouvernement de S. M. I. le shah, ses bons offices pour contribuer à applanir le différend.

## ARTICLE 19.

Le présent traité restera en vigueur à dater du jour de sa signature jusqu'à l'expiration de douze mois après que l'une des hautes parties contractantes aura annoncé à l'autre l'intention d'en faire cesser les effets.

Toutefois, les deux hautes parties contractantes se réservent la faculté d'introduire, d'un commun accord dans le présent traité toutes modifications qui ne seraient point en opposition avec son esprit ou ses principes et dont l'utilité serait démontrée par l'expérience.

## ARTICLE 20.

Les dispositions du présent traité sont applicables également au grand-duché de Luxembourg, tant qu'il sera compris dans le système de douane et d'impôts allemands.

## ARTICLE 21.

Les gouverneurs, commandants, douaniers, officiers et autres employés des hautes puissances contractantes seront chargés de remplir les stipulations de ce traité avec toute l'exactitude possible et sans y porter la moindre atteinte.

Le présent traité sera ratifié et les ratifications en seront échangées à St. Petersbourg dans l'espace de ... mois ou plus tôt si faire se peut.

En foi de quoi les plénipotentiaires respectifs des hautes parties contractantes ont signé le présent traité et y ont apposé le sceau de leurs armes.

Fait à St. Petersbourg le 11 juin 1873 en quatre expéditions, dont deux en langue française et deux en langue persane.

Signé : HENRI VII, prince DE REUSS.

Signé : ABDULRAHIM.

Un traité d'amitié, de commerce et de navigation ayant été conclu à St. Petersbourg entre S. M. l'empereur d'Allemagne, roi de Prusse d'une part et S. M. l'empereur de Perse de l'autre, dont l'art. 19 porte :

“ Que le présent traité doit rester en vigueur à partir du jour de sa signature jusqu'à l'expiration de douze mois après que l'une des hautes parties contractantes aura annoncé à l'autre l'intention d'en faire cesser les effets et que toutefois les deux hautes parties contractantes se réservent la faculté d'introduire, d'un commun accord, dans le présent traité toutes modifications qui ne seraient point en opposition avec son esprit ou ses principes et dont l'utilité serait démontrée par l'expérience.”

Et comme les deux hautes parties contractantes ont l'intention de donner à ce traité une durée d'au moins dix ans, les soussignés sont convenus de déclarer que leurs gouvernements respectifs s'engagent à ne point exercer le droit de dénonciation du traité ci-dessus mentionné pendant les dix plus prochaines années à partir de l'échange des ratifications de ce traité.

En foi de quoi, etc.

Berlin, le 6 juin 1873.

Signé : DE BISMARCK.

Signé MIRZA HUSSEIN KUAN.

## PERSIA.

### APPENDIX No. VII.—Page 370.

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TRANSLATION of an AGREEMENT between PERSIA and TURKEY concluded at Arzeeraam on the 19th Zeekaad, in the year of the Hegira 1238, corresponding to the 28th July 1823.

IN THE NAME OF THE MOST MERCIFUL GOD!

Arising from various occurrences of late years, the amicable relations between the two powerful Mahomedan States became interrupted, and their friendship and good understanding were converted into strife and enmity, which terminated in open warfare. The interests of the religion of Islam required a reconciliation, the two Governments were anxious to prevent the further effusion of blood, and the renewal of the ties of amity was mutually desired and proposed.

With this view, by the authority of a Firman from His Majesty the King of Kings, the Khakan, son of a Khakan, the Conqueror, Futh Ali Shah, the Sovereign of Persia, and also invested with discretionary powers from His Royal Highness, the Heir Apparent, Prince Abbas Mirza, the High in Dignity Mirza Mahomed Ali, Mustofee, has been honoured with the rank of Plenipotentiary, and in virtue of a Firman, His Majesty, the Protector of the Faith, the Guardian of the Holy Cities, Sultan of the Sea and Earth, the Sultan, son of a Sultan, the Conqueror, Mahmood Khan, Emperor of the Ottomans, has named for His Plenipotentiary the Illustrious Mahomed Ummeer Raoof Pasha, Sur Askar, Governor of Arzeeraam, and Wallee of the Eastern Provinces of the Ottoman Empire, who, on the exchange of their full powers, have concluded their conferences and discussions in the fore-mentioned city by assenting to the conditions of peace.

*Basis.*—The stipulations of the Treaty concluded in the year of the Hegira 1159 respecting the ancient boundaries of the two Empires, and the former agreements relating to the Pilgrims, the delivery of Refugees, the free egress for all prisoners, and the residence of a Minister at the respective Courts are considered valid, and are to be strictly observed. The slightest deviation from the engagement therein detailed shall not be permitted, and the amity between the two powerful States shall be for ever preserved.

*Stipulations.*—Henceforward the sword of enmity shall be sheathed, and every circumstance shall be avoided which may produce coldness or disgust, and may be contrary to friendship and perfect union. The countries within the boundaries of the Ottoman Empire, that during the war or previously to the commencement of hostility have been taken possession of by Persia, including fortresses, districts, lands, towns, and villages, to be restored in their present state, and at the expiration of sixty days from the signature of this Treaty shall be delivered over to the Ottoman Government. And in

token of respect for this happy peace, the prisoners captured on both sides without concealment or prevention, shall have free permission to depart. Provisions and other necessities requisite for the journey shall be afforded them, and they shall be sent to the frontiers of the two countries.

## ARTICLE 1.

The two High Powers do not admit of each other's interference with the internal affairs of their respective States. From this period, on the side of Bagdad and Koordistan, no interference is to take place, or with any districts of the divisions of Koordistan is the Persian Government to intermeddle, or authorize any acts of molestation, or to assume any authority over the present or former possessors of those countries. And on that frontier should the tribes of either side pass the boundaries for a summer or winter residence, the Agents of His Royal Highness, the Heir Apparent, with the Pasha of Bagdad, shall arrange the tribute customary to be paid, the rent of the pasture lands, and other claims, in order that they may not cause any misintelligence between the two Governments.

## ARTICLE 2.

Persian subjects proceeding to the Holy Cities of Mecca and Medina, or to other Mahomedan towns, such as Pilgrims, and persons travelling through the Ottoman territories, are to be entirely exempt from all contributions, whilst, other impositions in variance with lawful usages are not to be demanded from them. In like manner, the Pilgrims to Kerbelah and Nujuff, as long as they have no merchandize, neither tribute or tax of any kind is to be exacted from them; but in the case that they have in their possession articles of commerce, the just rate of customs is to be levied on their goods, and nothing extra is to be demanded. The Persian Government is likewise bound to pursue the same line of conduct towards the merchants and subjects of the Ottoman Empire. In conformity with former engagements from this period on the part of the Viziers, the Emir-i-Haj, and other Commanders and Governors, the ancient stipulations respecting the Persian Pilgrims shall be considered in full force, and acted up to. The Pilgrims shall be conducted from Damascus to the Holy Cities, from thence to Damascus, and on the part of the Emir-i-Haj every attention shall be shown towards them, whilst no treatment in variance with the existing engagements shall be permitted; on the contrary, every exertion shall be made to afford them aid and protection. In the case that any disputes should arise amongst the Persian Pilgrims, the Emir-i-Haj, in conjunction with the chief person amongst them, is to settle their differences. To the Female Attendants of His Persian Majesty, the Wives of the Royal Princes, or of the Grandees of the Empire, who may be on pilgrimage to Mecca or Kerbelah and Nujuff, every respect and honor shall be paid according to their respective ranks. Persian merchants and subjects shall pay the same rate of customs as those of the Ottoman Government. The duties are only once to be exacted, and they shall be at a computation of four Piastres from a hundred Piastres on the value of the merchandize. Tescarees shall be given, and whilst the goods remain in the possession of the first proprietors and are not disposed of to other persons, no further duties are to be demanded. The Persian merchants

who carry the Choobooks or pipe sticks of Shiraz to Constantinople, shall be allowed to traffick them without any restrictions, and to sell them to whomsoever they may think proper. To the merchants, subjects, and dependants of the two High Powers, visiting the two countries, in consideration of the Mahomedan religion, every friendly treatment shall be extended, and they shall be protected from all molestation and injury.

#### ARTICLE 3.

The tribes of Hyderanloo and Sibbikée, which have been the cause of contention between the two High Powers, and are now dwelling in the territory of the Ottoman Empire, should they from thence transgress the boundary of Persia, and commit any ravages, the Turkish Frontier authorities must endeavour to prevent such proceedings and punish the offenders. In the case that these tribes continue to invade and molest the Persian territory, and the Frontier authorities do not put a stop to these aggressions, the Ottoman Government shall cease to protect them, and should these tribes on their own will and choice return to Persia, their departure shall not be prevented or opposed. But after their arrival in Persia should they again desert to Turkey, the Ottoman Government shall afford them no further protection, nor shall they be received. In the event of their return to Persia, should these tribes disturb the tranquillity of the Ottoman territory, the Persian Frontier authorities are obligated to use every effort to prevent these irregularities.

#### ARTICLE 4.

In conformity with ancient engagements, the deserters from either country are not to be received, and in like manner from this period the wandering tribes and Eliauts quitting Persia for Turkey or Turkey for Persia are not to be afforded protection by either party.

#### ARTICLE 5.

The property of the Persian merchants sequestered at Constantinople, with the cognizance of the law, and according to the public Registers from the date of this Treaty to the period of sixty days, wherever the sequestration may have taken place, shall be restored to the proprietors. Besides the goods under sequestration, whatever effects during the war may have been taken by force from the Persian pilgrims and subjects throughout the Ottoman Dominions, by the different Viziers and Governors on the representations of the Persian Government, Firmans shall be granted to the Agents of such persons, who, on giving lawful proofs of the authenticity of the claims, shall receive the required restitution.

#### ARTICLE 6.

On the demise of any Persian subjects in the Ottoman Dominions, should the deceased have no lawful heir or executor present, the officers of the treasury (beit al mal) shall, with the cognizance of the law, register the property, and shall enter it into the records of the Courts of Judicature. For the period of one year the effects are to be lodged in a secure place, until the lawful heir or administrator of the estate may arrive, when, according to the register of

the Courts of Judicature, the property shall be delivered up. The customary fees and the hire of the place for depositing the effects are to be paid, and should they be burnt or destroyed in the forestated period, no pretensions are to be made for the recovery of the property. If, during the forestated period, the heir or executor of the deceased does not arrive, the officers of the treasury (beit al mal), with the knowledge of the Agent of the Persian Government, are to sell the property and to keep the amount in deposit.

## ARTICLE 7.

Agreeably to former engagements, and for the purpose of adding fresh ties to the alliance, a Minister shall be sent every three years to reside for that period at the respective Courts. The subjects of the two High Powers, who during the war may have deserted from either country, in consideration of this happy peace, shall suffer no punishment for the offence committed.

## FINAL ARTICLE.

The capitulations detailed in the basis of the Treaty, in the stipulations, and different Articles, which have been the result of the conferences, shall be approved of by both parties. No claim shall be advanced on account of plunder and losses, or any indemnification required for the expenses of the war, and the principle adhered to by both Governments shall be to overlook all past occurrences.

According to established custom the ratifications of this Treaty shall be exchanged, and from the signature of this authentic instrument to the space of sixty days, Ambassadors of Secondary Rank must meet each other on the frontiers of the two countries, and from thence proceed to the Courts of the respective States for the purpose of delivering the Ratified Treaty. In this manner the alliance has been renewed and confirmed, and the truest reconciliation has taken place from the date of this Treaty. No alterations shall be made in the above stipulations and agreements, or any measures hereafter pursued in repugnance to the rights of friendship.

The Plenipotentiary of the Ottoman Government in virtue of his full powers has signed and sealed this Treaty on the 19th day of Zekaad, in the year 1238, for which this instrument, in exact conformity thereto, has been delivered in exchange by the Plenipotentiary of His Persian Majesty agreeably to his full powers.

(Sd.) MAHOMED UMMEER RAOOF.

L. S.

(Sd.) MAHOMED ALI.

L. S.

(A true translation.)

(Sd.) GEORGE WILLOCK.



## PERSIA.

### APPENDIX No. VIII.—Page 370.

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TRANSLATION of ARTICLES of AGREEMENT concluded at ERZERROOM and signed by the  
TURCO-PERSIAN COMMISSIONERS on the 31st May 1847.

#### ARTICLE 1.

The two Mahomedan Governments will settle that all pecuniary claims, excepting those mentioned in the fourth Article, shall be abandoned.

#### ARTICLE 2.

The town and port of Mohammerah, and the island of Khizr, with the anchorage, as well as so much of the eastern bank of the Shut-el-Arab as is occupied by tribes confessedly belonging to Persia, are to remain in the possession of Persia, besides which Persians will enjoy the complete liberty of navigating the Shut-el-Arab, from its mouth to the point of contact of the two frontiers. Soolumaneeyeh will remain in the possession of Turkey. In regard to Nohab, the Persian Government settles that all the mountainous portion with the pass of Kerrond, on its eastern part, will be retained by it; and the plain of Nohab, which forms the western portion, will be given over to Turkey.

#### ARTICLE 3.

All other territorial claims being renounced, the two parties engage to appoint, without delay, Commissioners and Engineers, to determine the frontier between the two kingdoms, agreeably to the preceding Article.

#### ARTICLE 4.

The two parties will settle that all losses mutually sustained subsequent to the acceptance in Jemadec-ool-evvel 1261 (June 1845) of the propositions of the Mediating Powers, as well as the arrears of the pasturage fees for former years, are to be equitably arranged by the Commissioners on both sides, to be appointed without delay for this purpose.

#### ARTICLE 5.

The Turkish Government will appoint Broussa as the place of residence of the Refugee Persian Princes, without allowing them to absent themselves or to entertain secret relations with Persia. As regards other refugees they are all to be restored agreeably to the Treaty of Erzerroom.

#### ARTICLE 6.

The merchants of Persia will pay the custom duties on their merchandize according to its actual value in that country (Turkey) either in cash or stock in conformity with the commercial Article in the Treaty of Erzerroom con-

cluded in A. H. 1239 (A. D. 1823), and nothing exceeding what is written in the above mentioned Treaty is to be claimed from them.

## ARTICLE 7.

The Turkish Government in conformity with former Treaties will grant the necessary immunities to Persian pilgrims, in order that they may visit in complete security, and free from every exaction, the holy places situated in Turkey, and with a view to strengthen the relations of friendship and concord, which ought to exist between the two Powers of Islam and their respective subjects. The Turkish Government will further take into consideration the most appropriate mode of conferring on other subjects of Persia, as well as its pilgrims, the privileges enjoyed by them, in order that they may be protected from every species of violence and oppression. The Turkish Government will admit such Consuls as His Majesty the Shah may appoint in Turkey wherever the interests of commerce or the protection of the merchants or subjects of Persia render it necessary, excepting the holy cities of Mecca and Medina, and the Porte will confer on the said Consuls the privileges due to their official character, and which are enjoyed by the Consuls of other friendly States. Persia, on her part likewise, will grant to the Consuls appointed by His Majesty the Sultan in Persia, wherever their residence may be necessary, the privileges enjoyed by the Consuls of Foreign Powers in Persia; and in the same way the protection stipulated in former Treaties will be exercised towards the subjects or merchants of Turkey who may frequent Persia, and they will be protected from every kind of insult or injury whether in their trading concerns or other matters.

## ARTICLE 8.

The two Mahomedan Governments engage to take measures of precaution to put an end to robbery by the frontier tribes of the two kingdoms, and will with this object establish military posts on the frontier, and the two States will become responsible for the incursions made into either territory. Uncontested tribes will be restored to the Government to which they belong, but contested tribes, whose dependence is doubtful, shall be at liberty to choose once for all their future place of abode.

## ARTICLE 9.

All the Articles of the Treaty of Erzerum, which are not specially altered in this document, are to be inserted word for word in the new Treaty.

Translated by

ROBERT GLEN.

## PERSIA.

### APPENDIX No. IX.—Page 370.

In order to confirm the *status quo* stipulated between the two Governments respecting their disputed grounds, this temporary document has been exchanged between the Sublime Porte and the Persian Legation :—

I.—The two parties will use every exertion towards increasing the security of the frontiers lying between their respective States.

II.—The *status quo* respecting disputed lands, such as was defined by the Commissioners of the four Powers, is to continue in force until the boundary line is settled. The two Governments and their frontier authorities shall exert themselves to preserve this stipulation, and shall refrain from any action that may be opposed thereto.

III.—Every place which was considered disputed land when the *status quo* was accepted by the parties shall remain under the authority of the State which governed it at that time until the boundary is settled. But this supervision will not confer the right of ultimate possession.

Pour consolider et donner plus de force au règlement de statu quo adopté par les Gouvernements Turco-Persan au sujet des lieux en litige des frontières, la présente convention à été provisoirement échangé entre l'Ambassadeur de Perse et la S. P.

Pour sécurité et maintien de bon ordre dans les frontières qui séparent les deux états on veillera scrupuleusement des deux côtés de manière à prévenir tout état de choses défavorables à la sécurité et confiance respective.

2. Le règlement de statu quo qui à été adopté de part et d'autre lors de l'enquête des Commissaires des quatre Gouvernements au sujet des lieux litigieux des frontières doit être maintenu tel quel jusqu'à une délimitation définitive, et les autorités limitrophes respectives en observant scrupuleusement le maintien de ce statu quo se garderont de toute démarche et conduite contraire pouvant porter atteinte au dit règlement.

3. A partir de l'époque où le statu quo à été adopté par les deux Gouvernements les lieux litigieux en question qui se sont trouvés placés sous l'administration de chacune des deux parties seront encore pareillement administrés par elles jusqu'à la délimitation définitive des frontières mais il est bien entendu que cette administration ne sera point prévaloir comme le droit et les dits lieux litigieux ne seront aucunement par cela seul considérés des propriétés acquises.

IV.—On these disputed lands no buildings of any description shall henceforth be erected by either party and any buildings or marks which may have hitherto been erected on such lands shall not, when the boundary line is fixed, be considered as proofs of possession by the party unentitled thereto.

V.—The repairing of the houses which were demolished at Kazlee Gioul does not form part of the stipulation previously explained; and it is agreed upon by the two States that the occupants of these houses may repair them; but their doing so shall not be considered when the frontier line is settled, as having conferred upon them the right of proprietorship.

VI.—Should any dispute arise between the frontier authorities on this subject, they must in the first instance discuss the matter between themselves in a manner suitable to the dignity and rights of the two States, and to the friendship subsisting between them. But if they should not be able to agree, they shall then, without having recourse to any action, refer the case to their respective central Governments and await their instructions.

VII.—This temporary agreement shall hold good until the boundary line is settled. With regard to the disputed lands and the question under discussion between the two Governments, no verbal or written communication or protest which may have been made can alter the present stipulations.

Sealed by ALI PASHA.  
 „ the MUSHEER-ED-DOWLAH,  
*Persian Envoy.*

4. Aucune construction à l'avenir ne sera élevée sans aucune demeurant que ce soit dans les lieux en litige qui se trouvent à l'administration de l'une et l'autre partie, et toutes elles qui ont en lieu jusqu'à ce jour ainsi que toutes les manques et idées de limite ne seront à la délimitation définitive aucunement considérées comme preuve de droit et propriété acquis.

5. Exceptionnellement à l'article précédent toutes les maisons ruinées à Cazlighure seront reconstruites par leurs propriétaires; mais ces constructions comme il est dit plus haut, ne seront point considérées comme preuves de droit acquis à la désignation des frontières.

6. Si des contestations venaient à s'élever entre les autorités limitrophes respectives relativement aux lieux litigieuse en question, on s'adresser au premier lieu selon toutes ces marques de considération de cordialité et de bonne entente pour aplanir la difficulté entre eux, mais en cas de misintelligence on s'empressera de part et d'autre de rapporter l'affaire sans y procéder à leur Gouvernement respectif et attendra leurs instructions y relatives.

Cette convention provisoire sera observée scrupuleusement jusqu'à la délimitation définitive des frontières sans annuler néanmoins toutes les réclamations et protestations échanger de part et d'autre au sujet des lieux litigieuses en question, et des constructions y élevées qui toutes gardent leur effet et vigueur.

Fait le 3 Août 1869.

(Signé)

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AALI.

HOUSSEIN.

## PERSIA.

### APPENDIX No. X.—Page 370.

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CONVENTION between TURKEY and PERSIA regulating the position of the SUBJECTS of the two POWERS in their respective STATES, dated 20th December 1875, corresponding with 21 Zilkaddah A. H. 1293.

*Premier article.*—Les sujets persans établis en Turquie, demeurent justiciables de la police et des tribunaux de l'Empire pour tout crime, délit ou faute dont ils se rendraient coupables. Toutefois, ainsi qu'est stipulé dans l'art. 4, lesreprésentants de la Perse en Turquie conservent toujours leur droit de protection sur leurs nationaux. Lorsque le crime a été perpétré d'une manière manifeste et publiquement, la police et les tribunaux se saisissent directement des coupables, comme par le passé. Dans toutes les autres circonstances, la légation persane à Constantinople et les consuls et vice-consuls de Perse dans les provinces, sont autorisés à intervenir, soit en personne soit par l'entremise de leurs drogmans, en faveur de leurs nationaux, accusés d'un crime ou d'un délit; ils sont également autorisés à joindre leur action à celle des autorités locales pour les premières recherches, et jusqu'à ce que la culpabilité ou l'innocence du prévenu soit établie. Les autorités impériales sont tenues de communiquer aux agents de Perse les sentences qui seraient rendues contre leurs nationaux.

Les procès et contestations qui auront surgi entre des sujets persans et des sujets ottomans pour affaires civiles ou commerciales, seront jugés par devant les tribunaux de l'Empire. Dans ces sortes de procès, les sujets persans pourront être assistés par un drogman de leur consulat.

Pour les sentences rendues par les tribunaux civils et de commerce contre des sujets persans, les fonctionnaires ottomans s'adresseront pour leur exécution à la légation et aux consulats persans. Dans le cas cependant où cette exécution n'aurait pas lieu dans le délai fixé, ou bien s'il était démontré qu'elle ne pourra pas être obtenue, les fonctionnaires ottomans procéderaient directement à leur exécution.

*Deuxième article.* Comme les sujets ottomans, les Persans établis en Turquie peuvent exercer tout art et métier, et, s'ils le désirent, faire partie des corporations (Esnafs). Mais ils sont tenus d'observer les lois et règles qui régissent ces corporations et d'acquitter, comme les sujets ottomans, tous les droits et taxes qui pèsent sur la corporation dont ils font partie. Les tribunaux et les fonctionnaires ottomans sont seuls compétents pour juger toute contestation ou affaire concernant les corporations.

*Troisième article.* Les consuls, vice-consuls et les drogmans persans, dont la qualité a été ou sera reconnue par Berat ou par ordonnance vézirielle, jouiront des mêmes privilèges, immunités et concessions que les consuls et drogmans des autres puissances amies.

*Quatrième article.* Les consuls et vice-consuls de Perse, résidant en Turquie, sont chargés de veiller à la sécurité et de protéger les intérêts de leurs nationaux, voyageant ou établis dans l'Empire ottoman. Ils ont donc le droit de correspondre à cet effet, par écrit ou verbalement, avec les autorités locales et de faire les représentations nécessaires auprès des autorités dans le cas où un sujet persan aurait à se plaindre d'un fonctionnaire ottoman ou d'un agent de la sûreté publique. Ils ont en outre la faculté de faire rapatrier tout sujet persan et, à cet effet, ils peuvent, s'ils le jugent nécessaire, réclamer l'assistance de l'autorité locale. L'inventaire et les autres formalités légales sur les successions des Persans décédés dans l'Empire ottoman, sont du ressort des consuls et vice-consuls de Perse.

Si un sujet ottoman élève des réclamations contre une succession, le différend est jugé par le tribunal compétent et conformément aux lois de l'Empire.

*Cinquième article.* A l'exception des personnes investies d'un mandat officiel, tous les sujets persans qui voyagent dans l'Empire, sont tenus d'observer à l'instar des sujets des autres puissances étrangères, les prescriptions en vigueur sur les passeports, les feuilles de route et la quarantaine.

*Sixième article.* En leur qualité d'étrangers, les sujets persans, établis dans l'Empire sont, comme les sujets des autres puissances, exempts du service militaire et des impôts auxquels sont soumis exclusivement les sujets ottomans.

*Septième article.* Toute sorte de procès et de contestations qui surgiront entre des sujets persans sont de la juridiction des consuls et des vice-consuls de Perse. Ainsi les affaires civiles et criminelles entre Persans seront jugées par leurs consuls. La police qui saisira les coupables pour crime ou délit les remettra entre les mains de l'autorité consulaire, après que la nationalité du délinquant aura été dûment établie. Les consuls et vice-consuls trouveront toute assistance auprès des autorités locales.

*Huitième article.* Aucune ingérence ne pourra être exercée en ce qui concerne les rapports des consuls avec leurs nationaux ainsi que la perception des taxes et des droits dus par ces derniers à leur autorité consulaire.

*Neuvième article.* La loi sur la nationalité ottomane du 24 Djemazi-ul-Ewcl 1285, qui a été communiquée à toutes les missions étrangères, est applicable aussi à tous les nationaux persans qui voudraient l'obtenir. Les Persans qui voudraient abandonner leur nationalité pour devenir ottomans devront remplir toutes les formalités prescrites par la loi et auxquelles sont soumis également, en pareille occurrence, les sujets des autres puissances. Aucun persan ne sera admis à la nationalité ottomane, contrairement aux dispositions de la susdite loi.

*Dixième article.* Par une conséquence naturelle des dispositions qui précèdent, les sujets de l'Empire ottoman établis en Perse jouiront des avantages stipulés en faveur des Persans résidant en Turquie. Toute clause qui ne sera pas exécutée en Perse à l'égard des Ottomans cessera aussi d'être valide en Turquie en faveur des Persans. Sous ce rapport, les parties contractantes agiront dans un esprit de parfaite réciprocité.

*Onzième article.* Le droit de propriété foncière pour les Persans sera réglé par une convention spéciale. En attendant cette question continuera à être régie comme par le passé.

*Douzième article.* Les règles et les formalités actuellement en vigueur pour les procès et contestations, surgissant entre les Persans et les sujets des puissances étrangères, continueront à être observées, comme par le passé, jusqu'à ce qu'une entente soit établie entre la légation de Perse et les missions étrangères de Constantinople.

*Treizième article.* Les faillites des sujets persans demeurent exclusivement de la compétence de la légation et des consulats persans. Sur la demande des créanciers ottomans l'un de ceux-ci pourra être nommé second syndic.

*Quatorzième article.* En dehors des clauses stipulées dans les articles précédents, pour toute autre circonstance, les sujets ottomans en Perse et les sujets persans en Turquie seront traités sur le même pied que les sujets des nations les plus favorisées.

Celles des clauses ci-dessus stipulées qui ne seront pas mises à exécution en Perse, réciproquement ne seront pas non plus observées en Turquie.

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